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

GrantThornton

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

Grant Thornton

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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. 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"**.

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

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.

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"**.

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

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.

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.

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.

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.

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

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 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**

SUPERIOR COURT OF JUSTICE
JUSTICIA
COUR SUPÉRIEURE DE JUSTICE

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:

#2401556 | 4093532

B E T W E E N

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
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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

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3 Corporate Profile Report for 2213241 Ontario Inc.

4 Amber Lite letter dated June 8, 2015

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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.

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"**.

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:

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.

Grant Thornton

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

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*, AS AMENDED

AFFIDAVIT OF SUNDEEP BHARGAVA

I, Sundeep Bhargava of the City of Brampton, MAKE OATH AND SAY:

1. I am the director and owner of the Defendants Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc. and, as such, have knowledge of the matters contained in this affidavit.

2. I have read the Report of the Receiver ("Report") attached at Tab B of the Receiver's Motion Record for the motion returnable on November 12, 2015 which I received on November 5, 2015.

3. On or about September 4, 2015, I provided the Receiver with a signed lease between Amber Lighting and Relax Orthotics 7 Wellness Centre Inc. Attached hereto and marked as Exhibit

"**A**" is a copy of an email to Jan Oros dated September 4, 2015 and the said lease dated January 31, 2012.

4. I dispute paragraph 20 and 30 of the Report. My listing agent never advised me that the listing price was grossly overstated and I never insisted on an inflated listing price on the two properties. On or about August 1, 2007, the Leading Road property was appraised for the amount of $430,000.00. Attached hereto and marked as Exhibit "**B**" is a copy of the Appraisal dated August 1, 2007.

5. It is also not a fair statement to say that there has been little interest in both properties. I have been advised by my listing agent and verily believe that there have been several inquiries, visits and offers. Attached hereto and marked as Exhibit "**C**" is a copy of two offers for the Westmore Drive property. Attached hereto and marked as Exhibit "**D**" is a copy of four offers for the Leading Road property.

6. I disagree with paragraph 26 of the Report. The Leading Road property is owned by Amber Lighting Limited.

7. I disagree with paragraph 39 of the Report. The Receiver only called me twice.

8. I disagree with paragraph 40 of the Report. I requested from the Receiver the address so I could know where to deliver the equipment but the Receiver did not provide me with the address. I had lent the Sky Jack machine to an individual and was unaware of the location of the equipment on October 21, 2015. I have made my best efforts to co-operated. Attached hereto and marked as Exhibit "**[illegible]**" is a series of emails from myself and Jan Oros dated November 9, 2015.

E

9. I disagree with paragraph 41 of the Report. I never advised the Receiver the location of the equipment. I provided the location of the equipment to David Lai on June 8, 2015. Attached hereto and marked as Exhibit "F" is an email from myself to David Lai dated June 8, 2015.

10. On November 11, 2015, I made arrangements for the the books and records for the years 2013 and 2014 of the Defendants Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc. to a representative of the Receiver.

11. I make this affidavit to respond to the motion of the Receiver and for no improper purpose.

SWORN BEFORE ME at the)
City of Toronto, in the)
Province of Ontario)
this 12TH day of November, 2015)
)

Commissioner for Taking Affidavits *(or as may be)*

Sundeep Bhargava

RCP-E 4D (November 1, 2005)

This is Exhibit ....A.............referred to in the
affidavit of....Sundeep Bhargava.............
sworn before me, this .....13th..............
day of ..November........... 2017

....
A COMMISSIONER FOR TAKING AFFIDAVITS

Jennifer Wu

From: AmberLite Yahoo <amberliteinc@yahoo.com>
Sent: November-11-15 3:34 PM
To: Jennifer Wu
Subject: Fwd: Offer to lease - Orthotics Westmore

Sent from my iPhone

Begin forwarded message:

> **From:** "Oros, Jan" <Jan.Oros@ca.gt.com>
> **Date:** September 4, 2015 at 12:08:26 PM EDT
> **To:** AmberLite Yahoo <amberliteinc@yahoo.com>
> **Subject: RE: Offer to lease - Orthotics Westmore**
>
> 2 emails received. The leases are not that easy to read as they were embedded in the email itself instead of coming thru as an attachment so they are shrunk to 1/3 of the original size.
>
> When you are at a computer, send as an attachment which will be much easier to read and print-off.
>
> thnxs
>
> **Jan Oros | Manager**
> Grant Thornton Limited
> 200 King Street West, Box 11, 11th Floor
> Toronto, ON M5H 3T4
> **T** +1 416 360 5023 | **F** +1 905 475 8906 | **C** +1 416 899 2717
> **E** Jan.Oros@ca.gt.com | **W** http://www.grantthornton.ca/
>
> GrantThornton
> An instinct for growth
>
> GREAT PLACE TO WORK Best Workplaces 2015 Canada
> Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our eighth consecutive year!
>
> ---
>
> **From:** AmberLite Yahoo [mailto:amberliteinc@yahoo.com]
> **Sent:** Friday, September 04, 2015 11:59 AM
> **To:** Oros, Jan
> **Subject:** Offer to lease - Orthotics Westmore

Subject: Offer to lease - Orthotics Westmore

LEASE EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT made as of the 26th day of [illegible], 201[illegible]

BETWEEN:

AMBER LIGHTING LIMITED
(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

RELAX ORTHOTICS & WELLNESS CENTRE INC.
(hereinafter called the "Tenant")

OF THE SECOND PART

- and -

SHIVANI PARIKH and VIPLAV PANKAJ PARIKH
(hereinafter called the "[illegible]")

OF THE THIRD PART

WHEREAS by a lease dated the [illegible] day of February [illegible] (hereinafter called the "Lease") made between Amber Lighting Limited, as Landlord, and Shivani Parikh, Viplav Pankaj Parikh and Relax Orthotics & Wellness Centre Inc., as Tenant, copy of said lease attached hereto as Schedule "A" to this Agreement, the said Landlord did demise unto the said Tenant the lands and premises therein hereinafter described as 12[illegible] Westmore Drive, Unit [illegible], Toronto, Ontario, to hold for a term expiring on the 28th day of February, 2013, subject to Tenant's covenants and agreements therein contained, together with the Options to Renew contained therein.

AND WHEREAS the said Lease expires on February 28, 2013.

AND WHEREAS the Landlord and Tenant have agreed to extend the term of the Lease for a further period of five (5) years commencing the 1st day of March, 2013, upon the following terms and conditions, as hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree with each other as follows:

1. The parties hereby acknowledge, confirm and agree that the [illegible]

Subject: Offer to lease - Orthotics Westmore

LEASE EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT made as of the 25th day of [illegible], 201[illegible]

BETWEEN:

AMBER LIGHTING LIMITED
(hereinafter called the "Landlord")

OF THE FIRST PART

and

RELAX ORTHOTICS & WELLNESS CENTRE INC.
(hereinafter called the "Tenant")

OF THE SECOND PART

- and -

SHIVANI PARIKH and VIPLAV PANKAJ PARIKH
(hereinafter called the "Indemnifiers")

OF THE THIRD PART

WHEREAS by a lease dated the [illegible] day of February, 20[illegible], (hereinafter called the "Lease") made between Amber Lighting Limited as Landlord, and Shivani Parikh, Viplav Pankaj Parikh [illegible] Orthotics & Wellness Centre Inc. as Tenant, copy of said Lease attached hereto as Schedule "A" to this Agreement, the said Landlord did demise unto the said Tenant the lands and premises therein hereinafter described as 127 Westmore Drive, Unit [illegible], Toronto, Ontario, to hold for a term expiring on the 28th day of February, 201[illegible], subject to Tenant's covenants and agreements therein contained, together with the Options to Renew contained therein;

AND WHEREAS the said Lease expires on February 28, 201[illegible].

AND WHEREAS the Landlord and Tenant have agreed to extend the term of the Lease for a further period of five (5) years commencing the 1st day of March, 201[illegible] upon the following terms and conditions, as hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree with each other as follows:

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact. Any word or

the capitalized terms which is defined in the Lease shall have the same meaning given thereto in the Lease.

2. This Agreement shall be read together with the Lease and the parties confirm that, except as [illegible] the Lease [illegible] and effect.

3. The Indemnifiers are executing this Agreement to confirm their agreement with the terms hereof and to confirm that its obligations under the terms of the Lease and the Indemnity Agreement attached as Schedule "E" to the Lease, continue in full force and effect in respect of the Lease as extended by this Agreement.

4. The Lease is extended for a further term of five (5) years (the "Extended Term") to be computed from the first day of March 2013, and [illegible] to be completed and ended on the 28[th] day of February, 2018.

5. The Extended Term shall be upon the same terms and conditions as are contained in the Lease, including the one remaining Option to Renew for a further period of 5 years, save and except the following:

(a) The Base Rent payable by the Tenant pursuant to the Lease shall be calculated as follows:

(i) during the first year of the Extended Term, the sum of **$28,420.00 per annum**, plus H.S.T. thereon, payable in [illegible] monthly instalments of $2,368.34, plus H.S.T. thereon each, in advance, on the first day of each calendar month during such period, commencing with the **first day of March, 2013**;

(ii) during the second year of the Extended Term, the sum of **$28,420.00 per annum**, plus H.S.T. thereon, payable in equal consecutive monthly instalments of **$2,368.30**, plus H.S.T. thereon each, in advance, on the first day of each calendar month during such period, commencing with the first day of March, 2014;

(iii) during the third year of the Extended Term, the sum of **$28,620.00 per annum** plus H.S.T. thereon, payable in equal consecutive monthly instalments of **$2,385.00**, plus H.S.T. thereon each in advance, on the first day of each calendar month during such period, commencing with the first day of **March, 2015**

(iv) during the fourth year of the Extended Term, the sum of **$28,620.00 per annum**, plus H.S.T. thereon, payable in equal consecutive monthly instalments of **$2,385.00** plus H.S.T. thereon each in advance, on the first day of each calendar month during such period, commencing **with the first day of March, 2016**

(v) during the **fifth year** of the Extended Term, the sum of **$28,620.00 per annum**, plus H.S.T. thereon, payable in equal consecutive monthly instalments of $2,385.00, plus H.S.T. thereon each in advance, on the first day of each calendar month during such period, commencing with the first day of March, 2017.

6. The Tenant shall pay all Additional Rent and other charges and expenses payable pursuant to the Lease during the Extended Term at the times and in the manner provided in the Lease.

7. The Parties confirm that in all other respects the terms, covenants and conditions of the Lease remain unchanged, and in full force and effect, except as modified by this Agreement.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED at the City of [illegible] this [illegible] day of [illegible], 2017.

AMBER LIGHTING LIMITED
(Landlord)

Per: [illegible]
Name: [illegible]
Title: President
I have authority to bind the Corporation

DATED at the City of [illegible], this [illegible] day of [illegible], 20[illegible]

RELAX ORTHOTICS & WELLNESS CENTRE INC. (Tenant)

Per: [illegible]
Name: [illegible]
Title: [illegible]

I have the authority to bind the Corporation

Witness

Shivani Parikh (Indemnifier)

Witness

Vaplav Pankaj Parikh (Indemnifier)

Landlord Name	[illegible] Inc.
Landlord Short Name	[illegible]
Landlord Signatory	[illegible] - President
Tenant Name	[illegible] & [illegible] RELAX [illegible] & WELLNESS CENTRE INC. (company to be incorporated)
Tenant Short Name	[illegible]
Lease Date	[illegible] February 20[illegible]
Property Common Name	[illegible] Place
Leased Premises	Unit [illegible]
Property Address Line 1	[illegible] Drive
Property Address Line 2	Toronto, Ontario [illegible]

AMBER LIGHTING LIMITED

and

SHIVANI PARIKH AND VIPLAV PANKAJ PARIKH
(RELAX ORTHOTICS & WELLNESS CENTRE INC)

LEASE

127 Westmore Drive,
Unit 9
Toronto, Ontario M9V 3Y6

INDEX

TERM SHEET

TERM SHEET (PAGE 1 of 2) – FORMING PART OF LEASE

1. LANDLORD
   a. NAME: [illegible] Limited
   b. ADDRESS:
      105 [illegible]stone Road,
      Brampton, Ontario L6P 2[illegible]
   c. TELEPHONE: (4[illegible]) [illegible]
   d. FAX: [illegible]

2. TENANT
   a. NAME: [illegible] & [illegible] Parikh

(RELAX ORTHOTICS & WELLNESS CENTRE INC)

   b. ADDRESS:
      121 Autumn Glen Circle
      Etobicoke, Ontario M9W [illegible]
   c. TELEPHONE: (416) 674-[illegible]
   d. FAX: [illegible]
   e. MOBILE: (416) 953 [illegible]

3. TENANT'S MAILING ADDRESS (FOR PURPOSES OF NOTIFICATION)

121 Autumn Glen Circle
   Etobicoke, Ontario M9W [illegible]

4. INDEMNIFIER (if applicable)
   a. NAME: [illegible] Parikh & [illegible] Parikh

(RELAX ORTHOTICS & WELLNESS CENTRE INC)

   b. ADDRESS:

121 Autumn Glen Circle
   Etobicoke, Ontario M9W [illegible]
   c. TELEPHONE: (416) [illegible]
   d. FAX: [illegible]
   e. MOBILE: (416) 953 [illegible]

5. PROPERTY
   a. NAME: [illegible]
   b. PROPERTY ADDRESS:
      127 [illegible] Drive, Unit [illegible]
      Toronto, Ontario M9V [illegible]

TERM SHEET (PAGE 2 of 2) – FORMING PART OF LEASE

6. LEASED PREMISES

Attached as SCHEDULE "A" SKETCH to the Lease is a plan of the Property showing the Leased Premises by a distinguishing outline. The Leased Premises are designated as 127 [illegible] Drive, Unit 9, Toronto, Ontario [illegible]

7. RENTABLE AREA OF THE LEASED PREMISES

1,2?7 square feet approximately

8. DEPOSITS

a. SECURITY DEPOSIT – $ [illegible] + HST

9. TERM: 2+3+3 years

a. FIRST DAY OF TERM: February [illegible] 20[illegible]

b. LAST DAY OF TERM: February 28, 20[illegible]

2 years rent 2200.00 per month plus HST [illegible] renewal for next 3 years will be assessed on market value

10. BASIC RENT

a. Year 1: From February 1, 20[illegible] to February 28, 20[illegible] $2200.00 per month including TMI

b. plus applicable HST, utilities will be paid by the tenant eg: Hydro, [illegible], telephone, alarm System etc.

11. ADDITIONAL RENT

As per Section 10.2 of this Lease

12. USE OF LEASED PREMISES

(RELAX ORTHOTICS & WELLNESS CENTRE INC)

13. RENEWAL TERM(S)

One term for one (1) years from February 1, 20[illegible] to February 28, 20[illegible] and as per conditions in SCHEDULE "D" OPTION TO RENEW

14. INSURANCE AMOUNT

Two Million Dollars ($2,000,000.00) as per Section [illegible] of this Lease

15. SCHEDULES

The following schedules are attached to this Lease:

SCHEDULE "A" SKETCH

SCHEDULE "B" DEFINITIONS

SCHEDULE "C" RULES AND REGULATIONS

SCHEDULE "D" OPTION TO RENEW

SCHEDULE "E" INDEMNITY AGREEMENT

SCHEDULE "F" SPECIAL AND OVERRIDING CONDITIONS

AMBER LIGHTING LIMITED
(hereinafter called the "Landlord")

and

RELAX ORTHOTICS & WELLNESS CENTRE INC.
(hereinafter called the "Tenant")

- and -

SHIVANI PARIKH and VIPLAV PANKAJ PARIKH
(hereinafter called the "Indemnifiers")

As per our agreement, we are changing the floor tiles from vinyle tiles to ceramic tiles and changing the ceiling tiles, only with the water damage marks. Also the water damage marks on the walls, we are doing the above work as we are extending the contract for 5 years.

DATED at the City of [illegible] this [illegible] day of [illegible], 2012.

RELAX ORTHOTICS & WELLNESS CENTRE INC. (Tenant)

Per: ____________
Name:
Position: Director

"I have the authority to bind the Corporation."

____
Witness

____
Shivani Parikh - Indemnifier

____
Witness

____
Viplav Pankaj Parikh - Indemnifier

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This is Exhibit B referred to in the affidavit of Sandeep Bhargava sworn before me, this 18th day of November 2015

A COMMISSIONER FOR TAKING AFFIDAVITS

APPRAISAL REPORT
Of An Industrial Condominium Unit
Located at
50 Leading Road, Unit 2, Toronto, Ontario

AS AT August 1, 2007

Prepared for:

Amber Lighting Ltd.
c/o Mr. Satish Thakkar, CGA
Certified General Accountant
207 Edgeley Blvd., #5, 2nd Floor
Concord, ON L4K 4B5

Wojas Appraisal Group Inc.
Commercial Real Estate Appraisers and Consultants

August 17, 2007

Amber Lighting Ltd.
c/o Mr. Satish Thakkar, CGA
Certified General Accountant
207 Edgeley Blvd., #5, 2nd Floor
Concord, ON L4K 4B5

RE: **AN APPRAISAL REPORT OF AN INDUSTRIAL CONDOMINIUM UNIT <u>LOCATED AT 50 LEADING ROAD, UNIT #2, TORONTO</u>**

Dear Mr. Thakkar:

As requested, I have inspected and completed an appraisal report of the above noted property. Based on the inspection of the property and the investigation and analysis contained within this report, it is the appraiser's opinion that as at August 1, 2007 and subject to the Contingent and Limiting Conditions as set forth on pages 6, 7, 8 and 9 of this report, the subject contains a Market Value as follows:

Four Hundred and Thirty Thousand Dollars
($430,000)

The narrative report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigation and analysis, and the reasoning leading to the conclusion.

I hereby certify that I have no present nor contemplated interest in this property whatsoever and that the appraisal has been completed according to the Standards of Professional Practice, Uniform Standards of Professional Appraisal Practice and to the Code of Ethics of the Appraisal Institute of Canada. It is further certified that neither employment to make the appraisal nor compensation is contingent on the amount of the valuation reported.

Yours very truly,

Wojas Appraisal Group Inc.

Ted Wojas, B.A., AACI, P.App.
President

TRW:mw

The Airport Corporate Centre, 5160 Explorer Drive, Unit 14, Mississauga, Ontario, L4W 4T7
Tel: (905) 624-4535 Fax: (905) 624-3848 Email: wojas@wagi.ca Web: www.wagi.ca

PRIVACY STATEMENT

As a member of the Ontario Association of the Appraisal Institute of Canada (the "AIC"), we are committed to respecting the confidentiality and privacy of personal information provided to us by our employees and by our clients. We have adopted the ten privacy principles set out in the Canadian Standards Association *Model Code for the Protection of Personal Information* and embodied in the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). We observe our obligations under PIPEDA, under provincial legislation in effect in Ontario, Quebec, British Columbia and Alberta to the extent applicable, and under such other applicable provincial privacy laws, which are substantially similar to PIPEDA as may come into force from time to time. We will collect, use and disclose personal information only for such purposes and to such extent as is necessary to enable us to provide our services as professional real estate appraisers and to fulfil our roles as active members of the AIC.

Wojas Appraisal Group Inc., takes privacy very seriously. We collect personal information to better serve our customers, for security reasons, and to provide customers and potential customers with information about our services. We would like to have a lifelong relationship of good service with our customers, and for that reason we may retain any personal information provided for as long as necessary to provide our services and respect our obligations to governmental agencies and other third parties. The information will remain confidential to ***Wojas Appraisal Group Inc.,*** to businesses working for us, and to any organization that acquires part or all of our business, provided that they agree to comply with our privacy policy. By accepting this report, you are agreeing to maintain the confidentiality and privacy of any personal information contained herein and to comply in all material respects with the contents of our Privacy Policy. If you wish to see a copy of our Privacy Policy, or have privacy questions or concerns, please contact our Privacy Officer at (905) 624-4535 or by e-mail at: wojas@wagi.ca .

TABLE OF CONTENTS

EXECUTIVE SUMMARY

ADDRESS OF PROPERTY:	-	50 Leading Road, Unit 2 Toronto, Ontario
LEGAL DESCRIPTION:	-	Unit 16, Level 1, Toronto Standard Condominium Plan 1646 City of Toronto Formerly City of Etobicoke
EFFECTIVE DATE:	-	August 1, 2007
BUILDING AREA:	-	4,637 Square Feet
MARKETING PERIOD:	-	Six Months to One Year
ZONING:	-	IC2 – Class 2 Industrial Zone
EXISTING OFFICIAL PLAN:	-	Employment Areas
HIGHEST AND BEST USE		
- AS VACANT:	-	Present Use
- AS IMPROVED:	-	Continued Present Use
VALUE ESTIMATE VIA DIRECT SALES COMPARISON APPROACH:	-	**$425,000**
VALUE ESTIMATE VIA INCOME APPROACH:	-	**$450,000**
FINAL VALUE ESTIMATE:	-	**$430,000**

CERTIFICATION

RE: ***PROPERTY LOCATED AT 50 LEADING ROAD, UNIT 2 TORONTO, ONTARIO***

I certify that:

- to the best of my knowledge and belief, the statements of fact contained in this report are true and correct and that ***Amber Lighting Ltd.,*** may rely on same;
- the report analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions and are based on those factors considered relevant to the value estimate;
- a personal inspection of the property was made by Ted Wojas, AACI on August 1, 2007;
- the appraiser is independent of the real estate being appraised and has no interest, present or prospective, direct or indirect, financial or otherwise, in the property that is the subject of the appraisal;
- the appraiser is independent of the party with whom ***Amber Lighting Ltd.,*** is dealing with respect to the related real estate-related transaction and is not associated with such party in any manner whatsoever;
- the appraiser's compensation is not contingent upon an action or an event resulting from the analyses, opinions or conclusions in, or the use of, the appraisal report;
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan or investment, nor was the compensation contingent upon the amount of the value reported;
- the methods and techniques used by the appraiser have been conducted and the contents of the report of the appraisal have been prepared, in accordance with the standard of sound business and financial practices established by CDIC for Real Estate Appraisals;
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Canadian Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute of Canada;

CERTIFICATION (con't)

- the use of this report is subject to the requirements of the Appraisal Institute of Canada relating to review by their duly authorized representatives;
- as of the date of this report, I am currently certified under the mandatory re-certification program of the Appraisal Institute of Canada;
- Ted Wojas, AACI, P.App., has made an inspection of the property that is the subject of this report;
- I have the knowledge and experience to complete this assignment competently. Except as herein disclosed, no other person has provided me with significant professional assistance in the completion of this appraisal assignment; and
- the final value estimate of the subject property, as at August 1, 2007 is: **$430,000.**

Ted Wojas, B.A., AACI, P.App.
August 17, 2007

For this report to be valid, an original or EDI signature is required.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This report is prepared at the request of ***Amber Lighting Ltd.,*** for the purpose of estimating the market value. It is not reasonable for any person other than ***Amber Lighting Ltd.,*** to rely upon this appraisal without first obtaining written authorization from ***Amber Lighting Ltd.,*** and this appraiser. There may be qualifications, assumptions or limiting conditions in addition to those set out below relevant to that person's identity or their intended use. The report is prepared on the assumption that no other person will rely on it for any other purpose and that all liability to all such persons is denied.

2. While expert in appraisal matters, the author is not qualified and does not purport to give legal advice. It is assumed that:

    (1) a legal description as furnished by Assessment Records, is assumed to be correct;

    (2) title to the property is good and marketable;

    (3) there are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein;

    (4) the existing use is a legally conforming use which may be continued by any purchaser from the existing owner;

    (5) rights of way, easements or encroachments over other real property and leases or other covenants noted herein are legally enforceable;

    (6) there are no hidden or unapparent conditions of the property, toxic wastes or contaminated materials, soil or sub-soil conditions, environmental, engineering or other technical matters which might render the property more or less valuable than as stated herein.

Because these assumptions have been made, no investigation, legal or otherwise, has been undertaken which would verify these assumptions except as expressly noted herein.

3. The author is not a qualified surveyor (and no legal survey concerning the subject property has been provided). Sketches, drawings, diagrams, photographs, etc., are presented in this report for the limited purpose of illustration and are not to be relied upon in themselves.

4. The author is not qualified to give engineering advice. It is assumed that there are no patent or latent defects in the subject improvements, that no objectionable materials such as Urea Formaldehyde Foam Insulation are present, that they are structurally sound and in need of no immediate repairs, unless expressly noted within this report. No soil tests have been done, nor have tests been done of the heating, plumbing, electrical, air-conditioning or other systems and, for the purpose of this opinion, they are assumed to be in good working order.

5. No investigation has been undertaken with the local zoning office, the fire department, the buildings inspector, the health department or any other government regulatory agency unless such investigations are expressly represented to have been made in this report. The subject property must comply with such government regulations and, if it does not comply, its non-compliance may affect market value. To be certain of compliance, further investigations may be necessary.

6. A signatory of this appraisal report is a member of the Appraisal Institute of Canada. The By-laws and Regulations of this organization requires each member to control the use and distribution of each appraisal report signed by such member. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without the prior written consent of the signatories of this appraisal report.

7. Neither possession of this report nor a copy of it carries with it the right of publication. All copyright is reserved to the author and is considered confidential by the author and his client. It shall not be disclosed, quoted from or referred to, in whole or in part, or published in any manner, without the express written consent of the appraiser. This is subject only to confidential review by the Appraisal Institute of Canada as provided in the Code of Ethics, Standards of Professional Conduct and Standards of Professional Practice of the Institute.

8. Market data has been obtained, in part, from documents at the Land Registry Office, or as reported by the real estate board. As well as using such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information.

9. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value expressed as of the date of this appraisal cannot be relied upon to estimate the market value as of any other date except with further advice of the appraiser.

10. The compensation for services rendered in this report does not include a fee for court preparation or court appearance, which must be negotiated separately. However, neither this nor any other of these limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body which will decide the use of the report which best serves the administration of justice.

11. This appraisal is not valid if the client, owner or his/her agent withholds information that may have an impact on the market value of the subject property.

12. It is imperative that the reader or any other interested party be aware that the appraiser did not inspect the premises for fire detection or smoke detection systems, or for the presence of carbon monoxide detectors, nor did the appraiser inspect the condition of such equipment, if present. The appraiser takes no responsibility whatsoever for the lack of, or condition of, detection devices that may be located on the premises, nor does the appraiser warrant compliance in any manner of such equipment, if present.

13. The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the property appraised.

14. This report is not valid unless it bears the original signature(s) of the appraiser(s).

DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Function, Scope and Intended Use of the Appraisal

The *purpose* of the appraisal is to estimate the market value.

The *function* of the report is for Mortgage Financing purposes.

The *scope* of the appraisal included the following:

(a) a general inspection of the subject property was undertaken by the appraiser on August 1, 2007;

(b) a Title Search on the subject property was undertaken by Conveyancing Etc., at the City of Toronto Land Registry;

(c) a detailed search of listings and actual sales of properties sold through the Toronto Real Estate Board, Land Registry Searches, along with discussions with local real estate agents familiar with the industrial condominium market;

(d) verification of sales data with one of the parties involved in the transaction, where possible;

(e) discussions with Planning Officials at the City of Toronto to ascertain the land use characteristics of the subject and the comparable sales;

(f) completing a Direct Sales Comparison Approach and Income Approach to value; and;

(g) reconciliation into a Final Value Estimate.

The intended use of the appraisal is to assist the client, ***Amber Lighting Ltd.,*** in obtaining a mortgage loan on the subject property.

Location and Legal Description

The subject complex is located on the east side of Leading Road, south of Steeles Avenue and west of Martin Grove Road.

The subject property is legally described as being Unit 16, Level 1, Toronto Standard Condominium Plan 1646.

The municipal address of the property is 50 Leading Road, Unit 2, Toronto.

Property Rights Appraised

The property rights appraised is the Condominium Interest, assumed to be free and clear of all encumbrances

Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) buyer and seller are typically motivated;

(2) both parties are well informed or well advised, with each acting in what he considers his own best interest;

(3) a reasonable time is allowed for exposure in the open market;

(4) payment is made in terms of cash in Canadian Dollars or in terms of financial arrangement comparable thereto; and

(5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Effective Date of Report

The subject property was inspected and appraised as at August 1, 2007, which also becomes the effective date of this report.

Marketing/Exposure Period

According to the appraisals standards board, exposure time is defined as follows:

> *"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and an open market".*

Reasonable Marketing Period is defined as:

> *"That future time period necessary to expose the property to the pool of bona fide prospective purchasers, allow for proper negotiations, contract, due diligence and consummation of a sale at a price supportable by concurrent market conditions. The reasonable prospective time required to accomplish an orderly sale consistent with the definition of market value. This concept is linked to a value estimate within effective date in the future".*

Based upon the appraiser's review of the comparable sales as well as with discussions with knowledgeable realtors within the general area of the subject property, the appraiser has estimated a reasonable/exposure/marketing time to be six months to one year.

History of Subject Property

A Registry Office Search was undertaken by Convenyancing Etc. The following is copy of the Parcel Register:

Ontario Ministry of Government Services | LAND REGISTRY OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

12646-0026 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2
PREPARED FOR [illegible]
ON 2007/08/15 AT [illegible]

PROPERTY DESCRIPTION: UNIT 36, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. [illegible] AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT [illegible] CON 3 FRONTING THE HUMBER PARTS 1 ON PLAN [illegible]; S/T [illegible]. S/T AS SET OUT IN DECLARATION [illegible].

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2004/08/[illegible].

ESTATE/QUALIFIER: FEE SIMPLE LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM [illegible]

PIN CREATION DATE: 2004/12/14

OWNERS' NAMES: [illegible] LIGHTING LIMITED

CAPACITY SHARE: ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2004/12/14 **					
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 3 AND 14 AND *					
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
[illegible]	1972/10/[illegible]	AGREEMENT			BOROUGH OF ETOBICOKE
[illegible]	1975/05/[illegible]	AGREEMENT			BOROUGH OF ETOBICOKE
[illegible]	1975/[illegible]	AGREEMENT			BOROUGH OF ETOBICOKE
[illegible]	2000/[illegible]	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA	
REMARKS: [illegible] AIRPORT ZONING REGULATION					
[illegible]	2000/12/0[illegible]	CHARGE		*** DELETED AGAINST THIS PROPERTY *** [illegible] PROPERTIES LTD.	CIBC MORTGAGES INC.
[illegible]	2000/12/0[illegible]	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** [illegible] PROPERTIES LTD.	CIBC MORTGAGES INC.
REMARKS: [illegible]					
[illegible]	2000/12/0[illegible]	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** [illegible] PROPERTIES LTD.	[illegible] INC.
[illegible]	2000/12/0[illegible]	NOTICE OF LEASE		*** DELETED AGAINST THIS PROPERTY *** [illegible] PROPERTIES LTD.	[illegible] CONTROLS INC
[illegible]	2000/12/0[illegible]	NOTICE		*** DELETED AGAINST THIS PROPERTY *** [illegible] PROPERTIES LTD.	CIBC MORTGAGES INC.
REMARKS: [illegible]					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario Ministry of Government Services | LAND REGISTRY OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

12644-0016 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

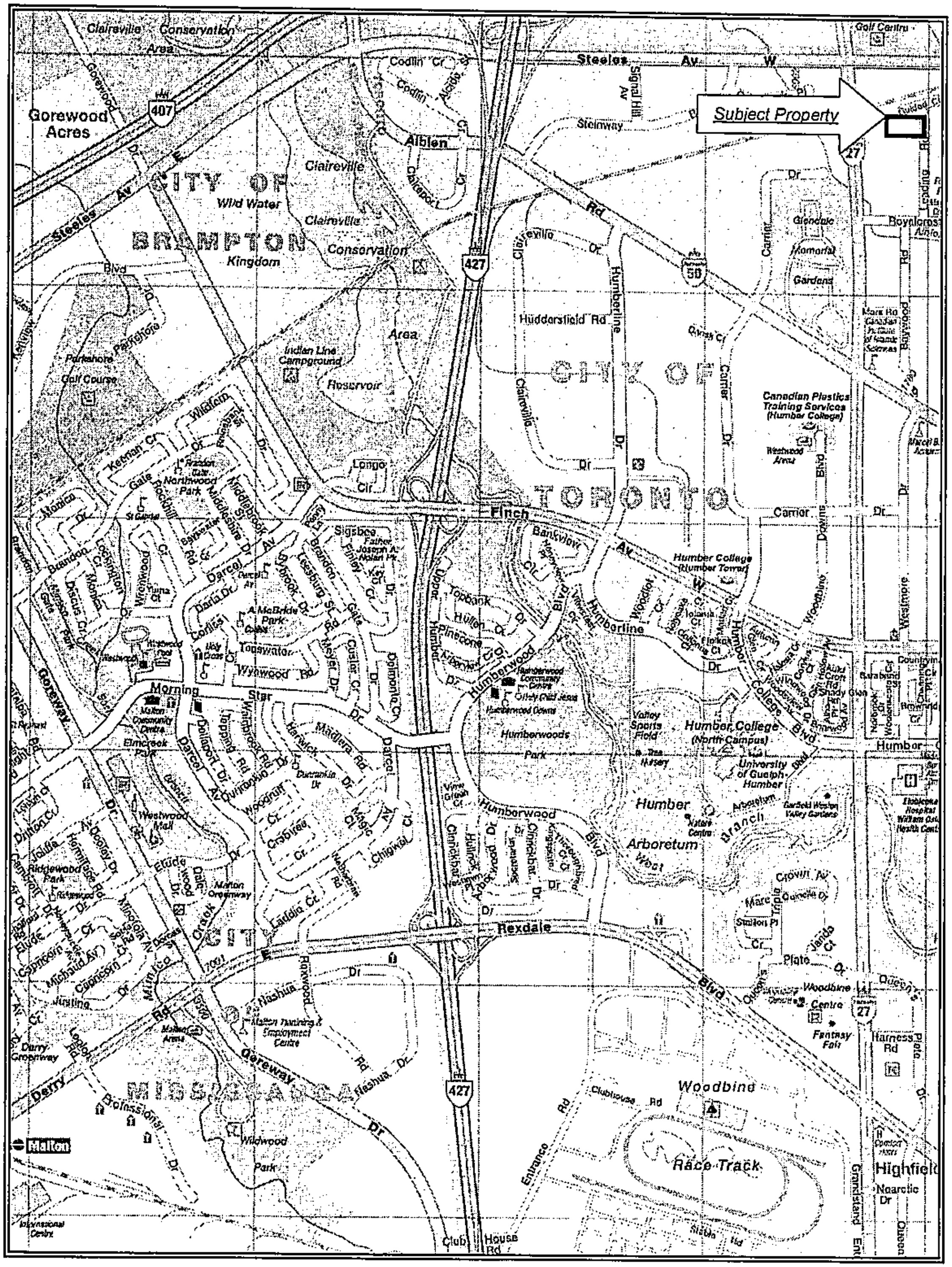
PAGE 2 OF 2
PREPARED FOR JD A[illegible]
ON 2007/08/15 AT 10:[illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
AT[illegible]	2004/12/01	DECLARATION CONDO		2035400 ONTARIO INC.	2035400 ONTARIO INC.
TCP1646	2004/12/01	PLAN CONDOMINIUM			
AT704035	2005/01/13	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1646	
REMARKS: BY-LAW NUMBER ONE					
AT729396	2005/02/15	DISCH OF CHARGE		*** COMPLETELY DELETED ***	[illegible] MORTGAGES INC.
REMARKS: RE: [illegible]78249					
AT760392	2005/03/2[illegible]	NO SET/SURR LEASE		*** COMPLETELY DELETED ***	2035400 ONTARIO INC.
REMARKS: RE: [illegible]					
AT110[illegible]	2006/01/04	NO SET/SURR LEASE		*** COMPLETELY DELETED ***	2035400 ONTARIO INC.
REMARKS: RE: [illegible]78231					
AT111[illegible]	2006/01/18	TRANSFER	$277,500	2035400 ONTARIO INC.	AMBER LIGHTING LIMITED
AT1111601	2006/01/18	CHARGE	$160,000	AMBER LIGHTING LIMITED	[illegible] ONTARIO LIMITED
AT111[illegible]	2006/01/18	NO ASSGN RENT GEN		AMBER LIGHTING LIMITED	[illegible] ONTARIO LIMITED
REMARKS: AT111[illegible]601					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Searches on the Toronto Real Estate Board Multiple Listing Service revealed that the subject property was listed for sale on January 18th, 2006 under mls W820363 with an asking price of $277,875 and reported as being sold on March 16th, 2006 for $277,500. No other mls listing history has been recorded on the subject property over the past seven (7) years.

General Area Location Map



GENERAL AREA / NEIGHBOURHOOD DESCRIPTION

The Subject property is located in the Highway #27 and Steeles Avenue West, between Highway #27 to the west and Martin Grove Road to the east.

The Subject has excellent public transportation facilities with buses running along Steeles Avenue throughout a majority of the day. To the east are residential communities that could provide a good labour source. Lester B Pearson International Airport is also located within a 20 minute drive of the Subject.

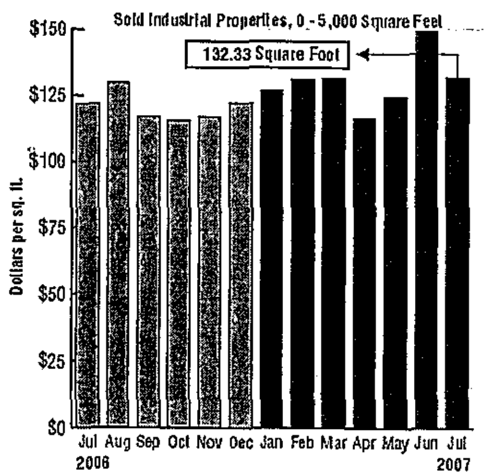
There is ample supply of utility services for the area. This would include hydro, gas, water, along with waste disposal facilities.

The Subject is therefore well situated with respect to an industrial facility and there are no known factors that would limit accessibility to theses community characteristics.

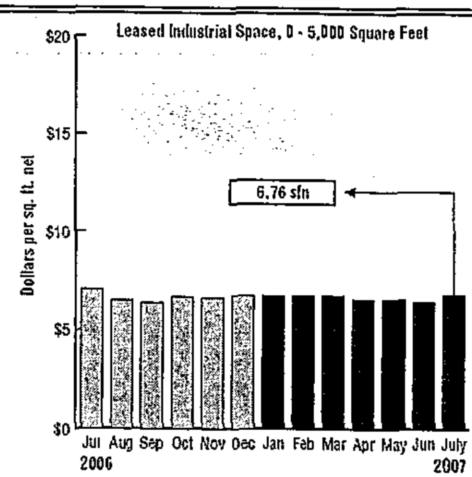
The following charts illustrate the industrial activity within the GTA over the past year.

GTA Realty Trends – Industrial Market – July 2006 to July 2007

The following charts as published from the Toronto Real Estate Board Commercial Division, illustrate industrial market activity throughout the GTA area:



0 - 5,000 SQ. FT.			
Area	**Sales**	**Total Sold**	**Av. Price**
Toronto			
E07	2	2,240	$124.33
W05	5	14,496	$129.07
Total:	7	16,736	$128.44
East			
E11	1	1,573	$108.07
Total:	1	1,573	$108.07
West			
W17	2	3,496	$141.88
W22	1	4,320	$122.69
W23	1	1,590	$123.90
W29	3	4,820	$127.95
Total:	7	14,226	$129.32
North			
N08	2	2,927	$170.51
N10	2	3,292	$142.76
Total:	4	6,219	$155.82
Grand Total:	*19*	*38,754*	*$132.33*

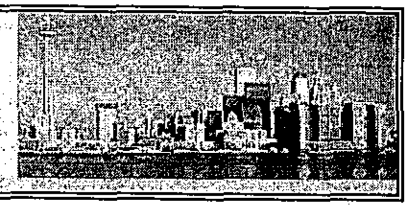


0 - 5,000 SQ. FT.			
Area	**Leased**	**Total Leased**	**Av. Price**
Toronto			
E01	1	4,250	$8.47
E04	2	4,108	$5.32
E07	5	8,108	$6.32
W05	4	8,475	$5.16
W09	1	2,750	$8.50
Total:	13	27,691	$6.36
East			
E11	2	1,700	$10.76
E16	3	6,241	$5.74
Total:	5	7,941	$6.82
West			
W12	4	10,460	$6.06
W17	8	16,796	$6.69
W20	1	1,918	$7.00
W21	2	4,347	$8.85
W23	2	1,861	$7.74
W24	2	5,900	$5.76
W25	1	2,713	$5.95
W28	1	1,645	$6.75
Total:	21	45,640	$6.64
North			
N01	1	2,000	$11.00
N06	1	2,165	$6.75
N07	5	14,509	$6.74
N08	4	11,734	$6.65
N10	4	8,319	$7.90
Total:	15	38,727	$7.18
Grand Total:	*54*	*119,999*	*$6.76*

The following Colliers International – GTA Industrial Market Survey 1st Quarter 2007 illustrates the market activity within the GTA area:

industrial

Colliers International
Greater Toronto
Market Report

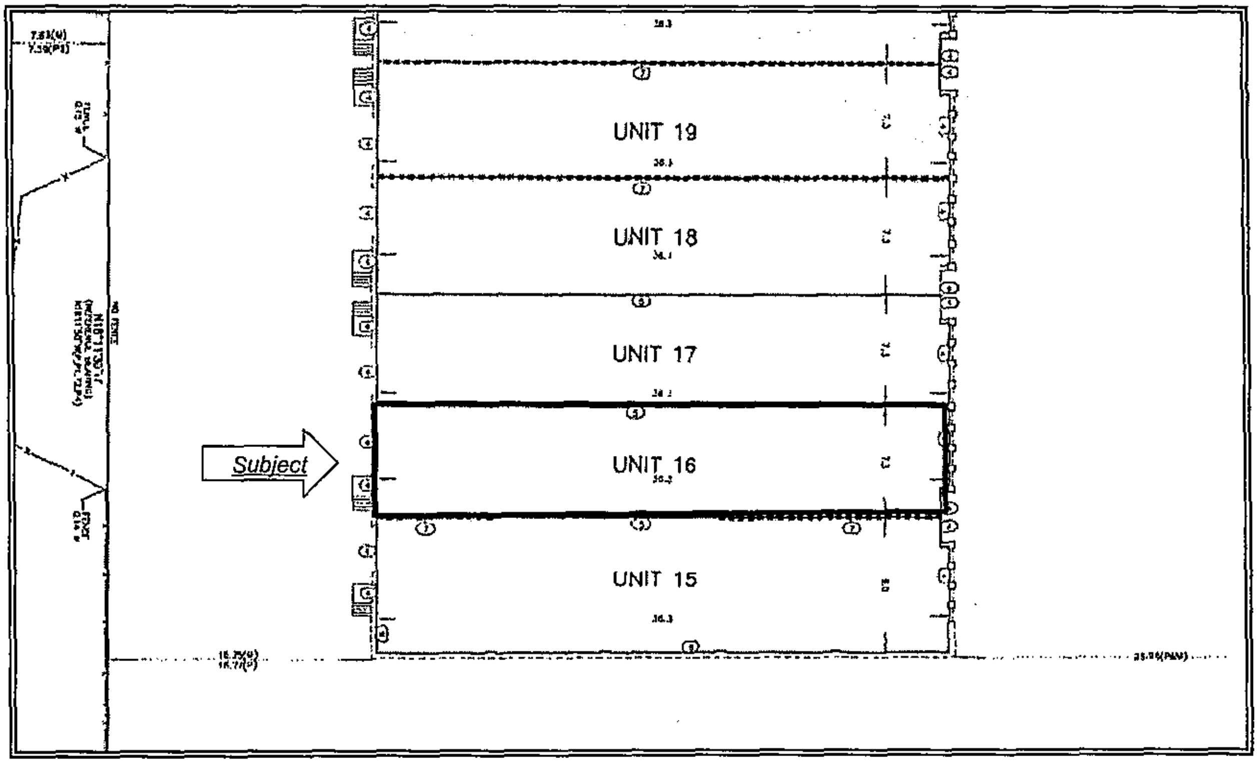


	Existing Properties		Direct Availability		Sublease Availability		Total Availability			Absorption Sq Ft		New Supply Sq Ft		U/C & Proposed Sq Ft		Avg Rent	Avg Sale
Submarket	Bldgs	Total Inventory Sq Ft	Sq Ft	Rate	Sq Ft	Rate	Sq Ft	Q1-07	Q1-06	Current Period	YTD	Current Period	YTD	Under Constr	Proposed	Rate	Price/ Sq Ft
GTA CENTRAL																	
East York	132	9,337,274	144,310	1.5%	8	0.0%	144,310	1.5%	2.9%	(38,646)	(38,646)	0	0	0	8	$5.00	$66.00
Etobicoke	1,025	69,882,414	3,408,537	5.0%	514,693	0.7%	3,923,220	5.7%	6.3%	1,158,864	1,158,864	0	0	276,952	749,906	$4.62	$97.00
North York	1,377	78,807,061	1,928,976	2.5%	303,078	0.4%	2,232,046	2.9%	3.1%	346,571	346,571	0	0	8	1,214,105	$4.90	$77.00
Scarborough	915	57,180,008	2,783,883	4.9%	368,825	0.6%	3,152,708	5.5%	6.0%	957,557	957,557	175,000	175,000	120,000	293,563	$4.74	$99.00
Toronto	517	27,775,987	214,691	0.8%	0	0.8%	214,691	0.8%	1.2%	207,278	207,270	8	0	0	60,090	$5.90	$8.00
York	103	5,197,257	360,220	6.9%	0	0.8%	360,220	6.9%	3.9%	(138,899)	(138,899)	8	0	0	0	$4.25	$0.00
Total	4,069	246,380,801	8,848,617	3.6%	1,186,578	0.5%	10,827,195	4.1%	4.5%	2,492,717	2,492,717	175,008	175,000	396,952	2,317,474	$4.98	$84.75
GTA EAST																	
Ajax	118	5,360,283	167,649	3.1%	0	8.0%	167,648	3.1%	1.5%	124,089	124,089	0	0	900,080	200,000	$0.80	$0.00
Oshawa	117	7,798,538	393,465	5.0%	0	0.0%	393,465	5.0%	1.2%	(218,149)	(218,149)	0	0	600,080	16,740	$4.55	$8.00
Pickering	131	9,416,237	212,858	2.3%	21,133	0.2%	233,991	2.5%	5.2%	398,763	398,763	8	0	0	220,000	$5.75	$115.00
Whitby	105	8,798,056	321,734	3.7%	0	0.0%	321,734	3.7%	6.4%	141,145	141,145	0	0	291,225	503,927	$4.28	$0.00
Total	471	31,373,114	1,095,705	3.5%	21,133	0.1%	1,116,838	3.6%	3.9%	445,848	445,848	0	8	1,791,225	940,667	$4.83	$115.00
GTA NORTH																	
Aurora	73	4,652,914	230,705	5.0%	8	0.8%	230,705	5.0%	6.2%	(152,444)	(152,444)	0	0	0	310,921	$5.73	$98.00
Markham	698	33,817,339	811,804	2.4%	337,408	1.0%	1,149,204	3.4%	4.3%	213,352	213,352	8	0	0	268,850	$6.61	$82.00
Newmarket	118	4,966,021	138,748	2.8%	0	0.0%	139,748	2.8%	3.0%	(52,628)	(52,628)	0	0	85,696	100,000	$6.58	$95.00
Richmond Hill	209	13,564,870	482,694	3.6%	164,985	1.2%	647,679	4.8%	6.2%	33,868	33,868	0	0	516,816	2,437,428	$6.81	$8.00
Vaughan	949	60,711,793	2,782,646	4.6%	288,138	0.5%	3,870,776	5.1%	4.6%	1,215,889	1,215,889	345,346	345,346	1,162,368	757,892	$6.19	$74.00
Whitchurch-Stouffville	28	550,341	25,761	4.7%	8	0.0%	25,761	4.7%	0.0%	(3,436)	(3,436)	0	0	0	11,842	$0.00	$154.00
Total	2,059	118,263,278	4,472,358	3.8%	790,515	0.7%	5,262,873	4.5%	4.7%	1,254,681	1,254,601	345,346	345,346	1,764,880	3,886,933	$6.33	$99.88
GTA WEST																	
Brampton	796	80,715,849	2,613,806	3.3%	743,278	0.9%	3,357,076	4.2%	4.2%	1,367,268	1,347,268	994,115	994,115	768,761	1,968,095	$5.39	$72.00
Burlington	322	17,323,846	1,038,099	6.8%	185,293	1.1%	1,223,392	7.1%	6.3%	237,828	237,828	0	0	520,241	2,825,070	$5.98	$77.00
Milton	112	9,436,614	1,029,496	11.0%	126,525	1.3%	1,156,021	12.3%	14.3%	641,243	641,243	0	0	1,791,788	2,414,247	$6.12	$69.00
Mississauga	2,477	153,377,519	5,494,028	3.5%	1,023,624	0.7%	6,517,652	4.2%	6.1%	2,043,849	2,043,849	27,540	27,548	882,641	2,952,993	$5.81	$91.00
Oakville	336	23,727,501	766,443	3.2%	202,591	0.9%	968,944	4.1%	5.2%	(23,455)	(23,455)	0	0	296,391	722,024	$6.08	$99.00
Total	4,043	284,581,329	18,941,872	3.8%	2,281,213	0.8%	13,223,085	4.6%	5.7%	4,246,733	4,246,733	1,021,655	1,821,655	4,251,822	10,082,429	$5.88	$81.68
GRAND TOTALS																	
All	10,642	680,597,722	25,350,552	3.8%	4,279,439	0.6%	29,629,991	4.4%	5.0%	8,439,899	8,439,899	1,542,081	1,542,081	8,204,879	17,227,503	$5.49	$95.09
GRAND TOTALS - QUARTERLY COMPARISON																	
Q1-07	10,642	680,597,722	25,350,552	3.8%	4,279,439	8.6%	29,629,991	4.4%	5.4%	8,439,899	8,439,899	1,542,001	1,542,001	8,204,879	17,227,503	$5.49	$95.09
Q4-06	10,633	679,055,721	31,691,965	4.7%	4,835,924	8.7%	36,527,889	5.4%	5.4%	370,861	7,532,648	496,638	7,915,414	8,982,138	14,876,723	$5.64	$86.94
Q3-06	10,626	678,559,083	31,541,881	4.7%	4,860,311	0.7%	36,402,112	5.4%	4.8%	(1,825,734)	7,161,787	1,847,319	7,418,776	3,380,685	15,332,184	$5.44	$77.40
Q2-06	10,611	676,711,764	29,331,457	4.3%	3,397,602	0.5%	32,729,059	4.8%	5.0%	4,339,845	8,987,521	3,371,100	5,571,457	4,720,774	13,780,773	$5.17	$70.63
Q1-06	10,584	673,340,664	29,728,030	4.4%	3,969,774	0.6%	33,697,904	50%	5.4%	4,647,676	4,647,676	2,200,357	2,200,357	6,776,596	6,325,698	$5.11	$68.75

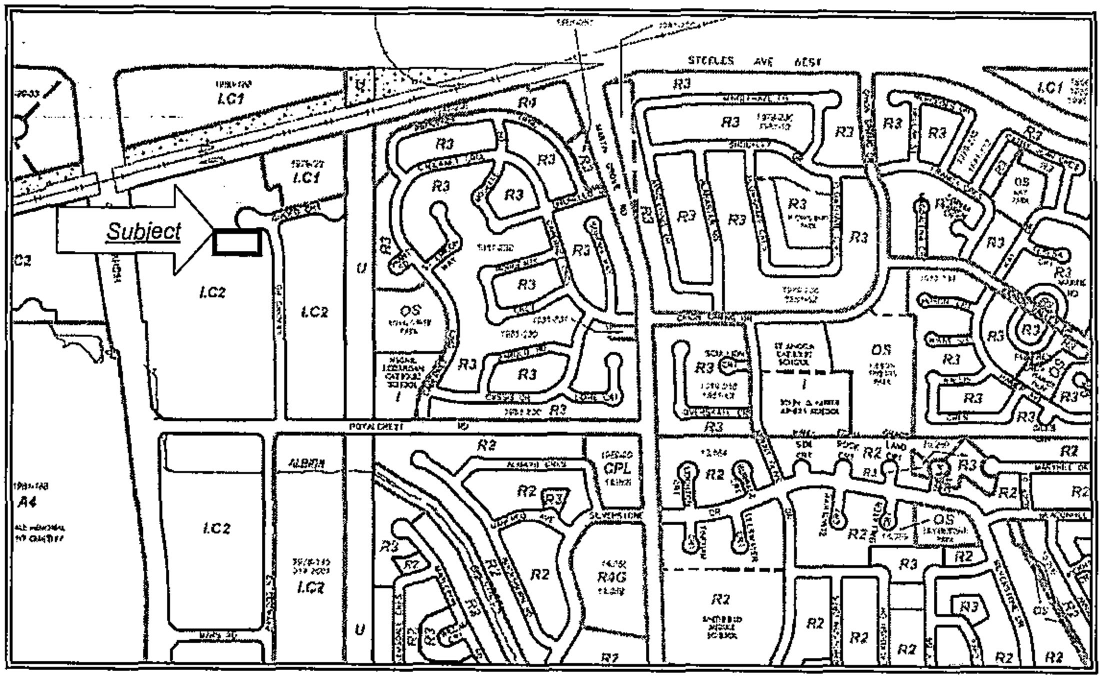
SITE DESCRIPTION

Location:	The complex is located in the Highway #27 and Steeles Avenue in the City of Toronto, formerly known as the City of Etobicoke. The site borders City of Vaughan and the City of Brampton
Frontages and Area:	The subject represents 1 (one) unit of a total of 21 units on Toronto Standard Condominium Plan 1646. Due to the condominium status, there are no individual lot frontages or area for the subject unit.
Access:	Access to the subject's complex is available directly from Leading Road.
Services:	Full Municipal Services. These would include paved roads, telephone, hydro, gas, municipal water and sanitary sewers. Police and fire protection are also provided. Refuse collection is the responsibility of the owner.
Parking:	Adequate
Topography:	Level table land
Current Value Assessment As of January 2005 (MPAC):	$220,000

Toronto Standard Condominium Plan No. 1646



Zoning Map



LAND USE CONTROL

Zoning

According to the former City of Etobicoke, now City of Toronto, the subject property has been designated as ***"IC2 – Class 2 Industrial Zone".***

The following is an excerpt from the Zoning By-Law:

ARTICLE VI
Industrial Zones (General)

§ 304-30. Applicability.

The provisions of this chapter are subject to the general provisions of Articles I through V of Chapter 320 of the Zoning Code.

§ 304-31. Permitted uses.

The following uses shall be permitted within all lands zoned for industrial purposes:

A. Food services: restaurants (standard, take-out, convenience); banquet halls; entertainment facilities; one food- vending cart (two permitted on corner lots).

B. Business: communications/technological facilities; hotels; undertaking establishments; banks; servicing/repair operations, but excluding waste recycling facilities.

C. Manufacturing: manufacturing/processing of food products which does not involve slaughtering or rendering; manufacturing wherein patrons may be involved in a portion of the manufacturing process and the final product is purchased and available for personal use by such patrons. Manufacturing of paint and/or varnish, fuel oil storage yards, asphalt operations which do not meet the definition as set forth in the Zoning Code, and cement works shall be excluded.

D. Vehicle-related uses: service stations; car washes; public garages; vehicle body shops; vehicle sales establishments and vehicle rental establishments, subject to § 304-20; public parking; railway yards, which may include vehicle, equipment and fuel storage, and other ancillary maintenance facilities; and, truck terminals, subject to § 304-36F. [Amended 1997-06-23 by By- Law No. 1997-94]

E. Educational/research: research laboratories which do not generate obnoxious emissions, but excluding virus research laboratories which deal with high community risk materials, as deemed by the Public Health and Protection Act; schools (elementary, secondary, private, nursery, commercial); colleges; training centres.

F. Institutional: government/public works buildings; emergency service stations; police stations; monuments; restrooms.

G. Storage.

(1) Warehouse buildings.

(2) Outside storage: raw, partially processed or finished material, provided that:

(a) The storage is not located within any required front, side or rear yard set-back when such yard abuts a street, or in any area designated for parking.

(b) If the storage area abuts lands zoned for residential, open space or institutional purposes, or hydro- corridor lands which separate the industrial use from residentially zoned lands, such area shall be enclosed by a solid screen fence or wall not less than 2.4 metres in height, constructed of metal, wood or masonry.

(c) Any materials stored outside within a required side or rear yard set-back shall not exceed 2.4 metres in height.

(d) For lands zoned Class 1 Industrial, additional requirements are set out in § 304-33G.

(3) Fragments of asphalt, concrete, metal, plastic, wood or topsoil, sand, gravel or other loose, aggregate material may be stored outside, provided that they are in wholly enclosed buildings, sealed containers within enclosed truck trailers or open trucks covered with tarpaulin or other similar material or such piles of material must be secured by an enclosure, fencing or tarpaulin or other similar material which is tied and anchored to the ground. Materials containing salt or other potentially noxious substance must be stored in a solid structure or roofed bin.

(4) Sections 304-31G(2) and 304-33G shall not apply to lands developed for railway land uses.

H. Residential.

(1) One accessory residential unit for a caretaker in conjunction with any industrial establishment on the same lot. Notwithstanding the definition of "accessory building/structure," a residential unit may be a separate building; provided that it complies with the general regulations for residential zones. Notwithstanding the foregoing, the size of the residential unit shall not exceed 10% of the gross floor area of the buildings on the site, to a maximum gross floor area of 190 square metres. A minimum of one parking space shall be provided.

(2) Existing one-family detached dwellings and private garages in industrial zones south of The Queensway may be expanded or enlarged, subject to the general regulations for residential zones and the applicable area requirements, set out in the provisions of the Fourth Density Residential (R4) Zone of Chapter 320 of the Zoning Code.

§ 304-32. Prohibited uses. [Amended 1997-06-23 by By-Law No. 1997-94]

The following uses shall not be permitted: acid works; ammonia manufacture; commercial gasworks; glue factories; fuel oil refineries; vehicle-related uses in multiple-occupancy buildings; salvage-yards; slaughterhouses; smelters; stock-yards; tar works; tanneries; uses which are obnoxious and which are deemed to be contrary to the regulations of the Environmental Protection Act and/or the Health and Safety Act; uses involving the manufacture or detonation of explosives; new single-family dwellings, unless they are replacing single-family dwellings which were damaged or destroyed by fire or other disaster.

ARTICLE VIII
Class 2 Industrial Zone

§ 304-34. Permitted uses.

In addition to the uses outlined in Article VI, the following uses shall be permitted:

A. Business: flea markets abutting an arterial road; trade and convention centres abutting an arterial road; administrative offices (which do not include day-care facilities); veterinary clinics; waste-recycling facilities, except such uses shall not be permitted on lands identified as I.C2 on the zoning maps referred to in Chapters 330 and 340 of the Zoning Code.

B. Manufacturing: establishments which may generate obnoxious emissions, but such emissions are not prejudicial to the health of or not injurious to the surrounding neighbourhood, and including concrete batching operations, and asphalt operations as defined within the Zoning Code, but prohibiting paint and/or varnish manufacturing, fuel oil storage-yards and cement works.

C. Institutional: community centres; athletic fields; playgrounds; libraries; daycares; places of worship.

D. Commercial/recreational facilities: cinemas; bowling alleys; curling rinks; bingo halls; arenas; race-tracks and ancillary facilities; nightclubs; fraternal organizations; fitness clubs; commercial sport/recreational facilities; studios for arts- related purposes; amusement arcades.

E. Retail sales: retail sales of products manufactured or warehoused on-site, provided that the retail floor area does not exceed 25% of the gross floor area of the industrial building, to a maximum retail floor area on-site of 700 square metres.

F. Residential: one accessory residential unit for a caretaker or official associated with a place of worship in conjunction with any place of worship on the same lot. If the residential unit is a separate building, it must comply with the general regulations for residential zones set out in each of the chapters of the Zoning Code. A minimum of one parking space shall be provided.

Official Plan

According to the former City of Etobicoke Official Plan, the Subject property has been designated as ***"Employment Area".***

The following is an excerpt from the Official Plan relating to the Industrial designation:

4.6 EMPLOYMENT AREAS

Toronto's *Employment Areas* are the hothouses where we grow our enterprises and jobs.

Businesses increasingly require flexibility in order to compete effectively in the global economy. This need for flexibility extends to a firm's lands and buildings, and to what is available to support that business activity in the immediate area. A broad and inclusive approach to employment uses in *Employment Areas* is needed for the City's economic future. Uses that support the prime economic function of *Employment Areas*, such as parks, small scale retail stores and services to meet the daily needs of business and employees, workplace daycare and restaurants, must also be readily accessible within *Employment Areas.* Uses that detract from the economic function of these lands will not be permitted to locate in *Employment Areas.*

Some uses that are extensive land users and are not directly supportive of the primary employment function of these areas, such as places of worship, post-secondary institutions, recreation and entertainment facilities and large scale, stand-alone retail stores, have located in Toronto's *Employment Areas* in recent decades. These uses have special locational needs but their presence in the heart of *Employment Areas* can adversely affect, or be affected by, businesses there. They also draw large numbers of worshippers, students and shoppers from broad catchment areas and can have a serious impact on local traffic movement. Special locational limitations are needed for such uses in *Employment Areas.*

Policies

1. *Employment Areas* are places of business and economic activity. Uses that support this function consist of: offices, manufacturing, warehousing, distribution, research and development facilities, utilities, media facilities, parks, hotels, retail outlets ancillary to the preceding uses, and restaurants and small scale stores and services that serve area businesses and workers.

2. Within *Employment Areas*, places of worship, recreation and entertainment facilities, business and trade schools and branches of community colleges or universities may locate only on major streets as shown on Map 3. All existing places of worship, recreation and entertainment facilities, business and trade schools and branches of community colleges and universities legally established before the approval date of this Official Plan within *Employment Areas* are permitted.

3. Large scale, stand-alone retail stores and "power centres" are not permitted in *Employment Areas* in the *Central Waterfront* and are only permitted in other *Employment Areas* fronting onto major streets as shown on Map 3, that also form the boundary of the *Employment Areas* through the enactment of a zoning by-law. Where permitted, new large scale, stand-alone retail stores and "power centres" will ensure that:

   a) sufficient transportation capacity is available to accommodate the extra traffic generated by the development, resulting in an acceptable level of traffic on adjacent and nearby streets; and
   b) the functioning of other economic activities within the *Employment Areas* and the economic health of nearby shopping districts are not adversely affected.

4. Consideration may also be given to permit large-scale and stand-alone retail stores in locations on major streets, as shown on Map 3, that do not form the boundary of *Employment Areas*, other than in the *Central Waterfront*, only by way of an Official Plan Amendment, if it can be demonstrated, among other matters, that:

   a) such development will not undermine the stability of the *Employment Area* and will have particular regard for the viability of industrial uses;
   b) sufficient transportation capacity is available to accommodate the extra traffic generated by the development, resulting in an acceptable level of traffic on adjacent and nearby streets; and
   c) the economic health of nearby shopping districts is not adversely affected.

5. Large scale, stand-alone retail stores and "power centres" legally established prior to the approval date of this Official Plan within *Employment Areas* are permitted.

Development Criteria in Employment Areas

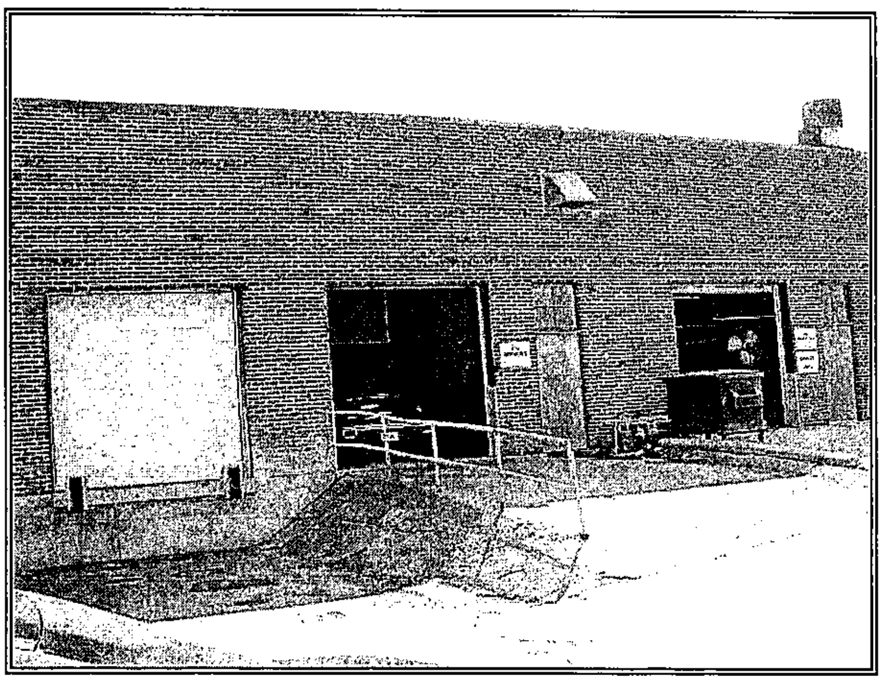
In the intense competition for new growth firms among city-regions in the global economy it is not enough to have lands set aside for employment. *Employment Areas* need to function well and be attractive for new firms. This is the responsibility of both the City and firms in each *Employment Area.* Development criteria are needed to ensure that *Employment Areas* work well and look good.

6. Development will contribute to the creation of competitive, attractive, highly functional *Employment Areas* by:
   a) supporting the economic function of the *Employment Areas* and the amenity of adjacent areas;
   b) encouraging the establishment of key clusters of economic activity with significant value-added employment and assessment;
   c) avoiding excessive car and truck traffic on the road system within *Employment Areas* and adjacent areas;
   d) providing adequate parking and loading on-site;
   e) sharing driveways and parking areas wherever possible;
   f) mitigating the effects of noise, vibration, dust, odours or particulate matter that will be detrimental to other businesses or the amenity of neighbouring areas;
   g) providing landscaping on the front and any flanking yard and adjacent to any public parks and open space to create an attractive streetscape and screening parking, loading and service areas;
   h) treating the boundary between *Employment Areas* and residential lands with landscaping, fencing, or other measures to minimize nuisance impacts; and
   i) ensuring that outside storage and outside processing is:
      i) limited in extent;
      ii) generally located at the rear of the property;
      iii) well screened by fencing and landscaping where viewed from adjacent streets, highways, parks and neighbouring land uses; and
      iv) not detrimental to neighbouring land uses in terms of dust, noise and odours.

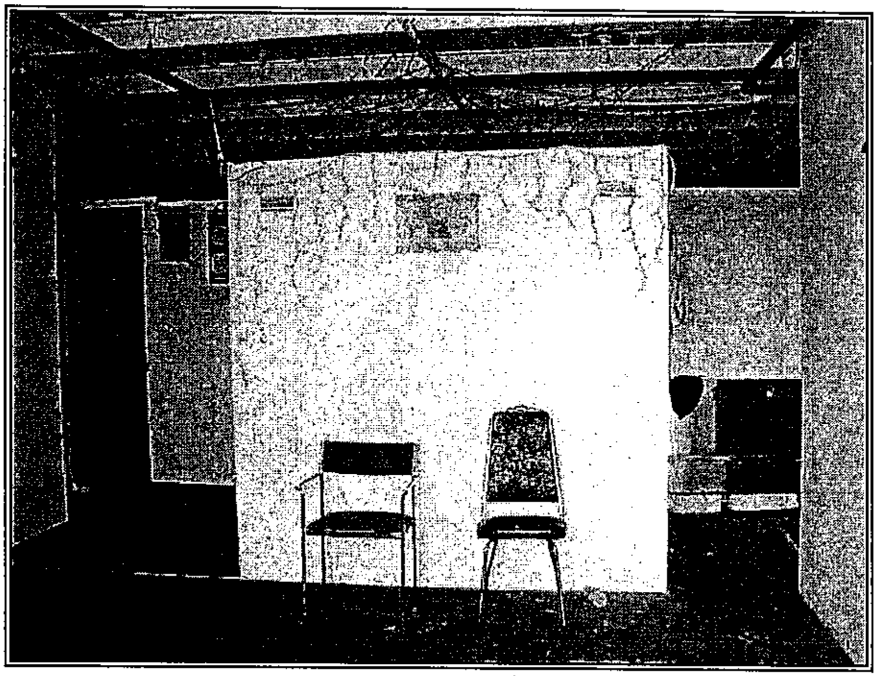
7. Where the Zoning By-law permits outside storage or outside processing of goods and materials as the primary use on a property in *Employment Areas*, the outside storage or processing will:
   a) be well-screened by fencing and landscaping where viewed from adjacent, streets, highways, parks and neighbouring land uses; and
   b) not be detrimental to neighbouring land uses in terms of dust, noise and odours.

PHOTOGRAPHS OF SUBJECT PROPERTY

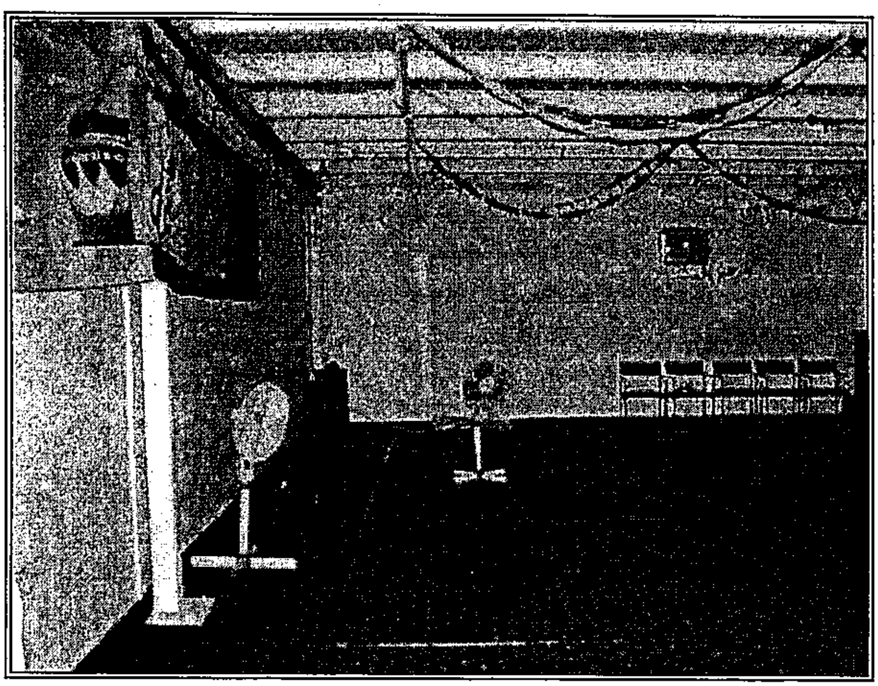
Front View of Subject Property



Rear View of Subject Property

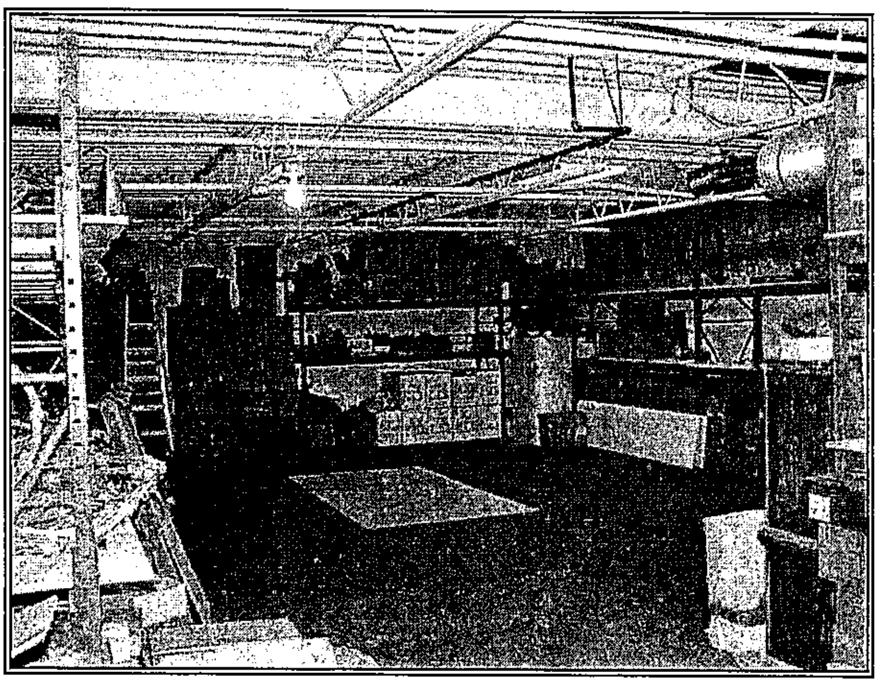


Main Level Front Office

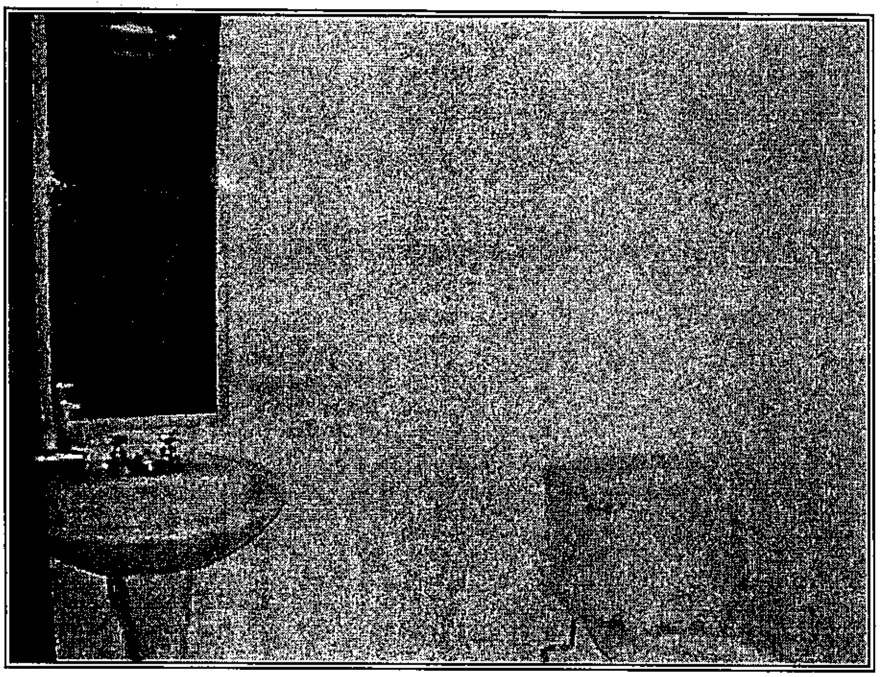


Main Level Rear Office

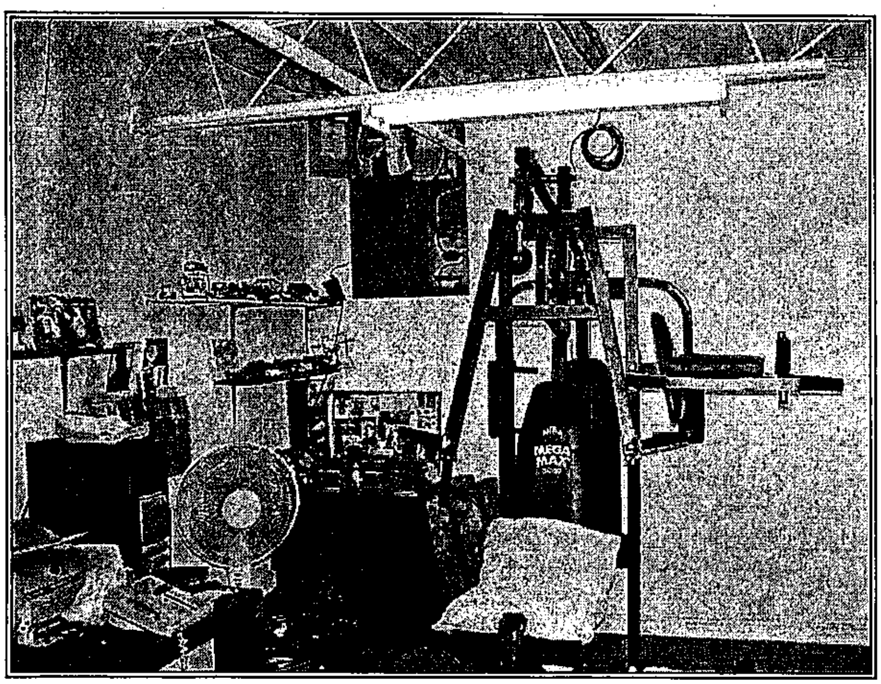
Upper Level Mezzanine



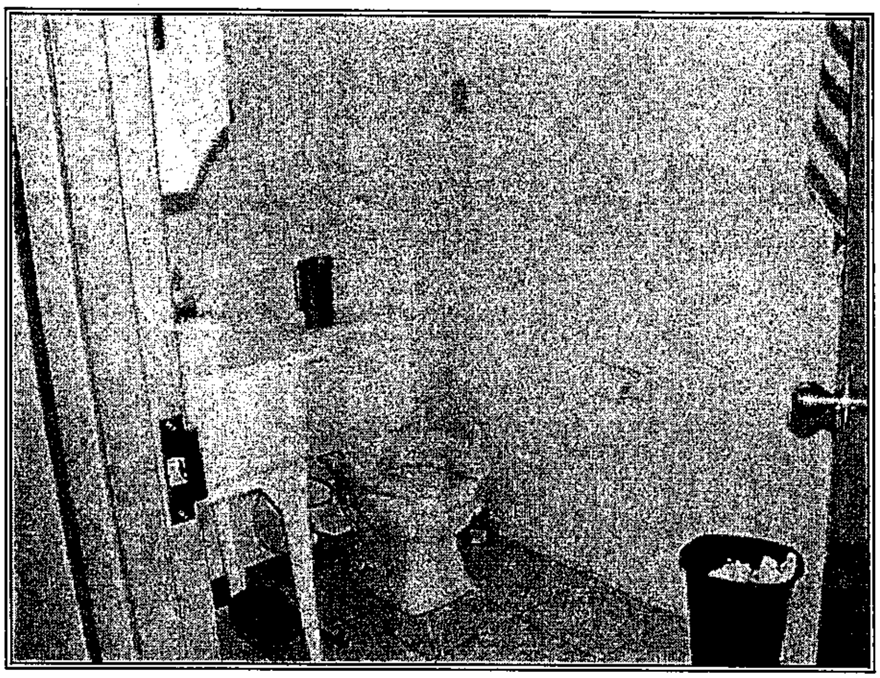
Upper Level Mezzanine Rear Part



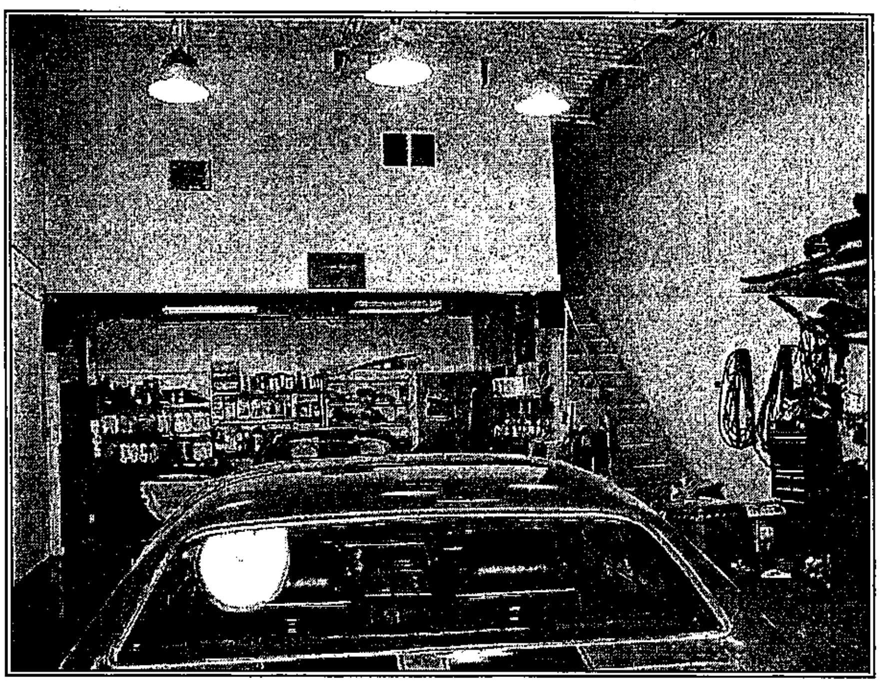
Upper Level Mezzanine Washroom



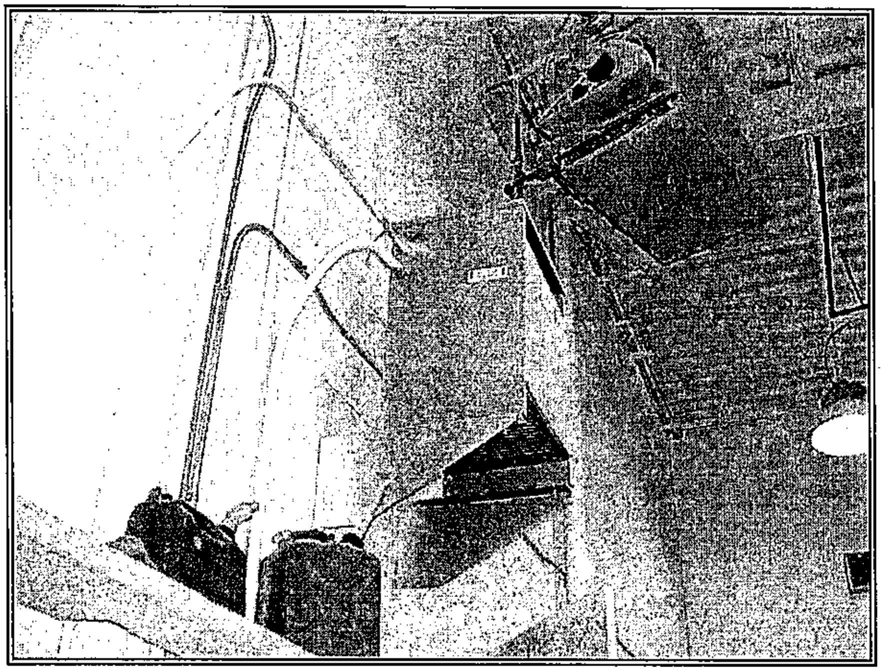
Upper Level Rear Mezzanine



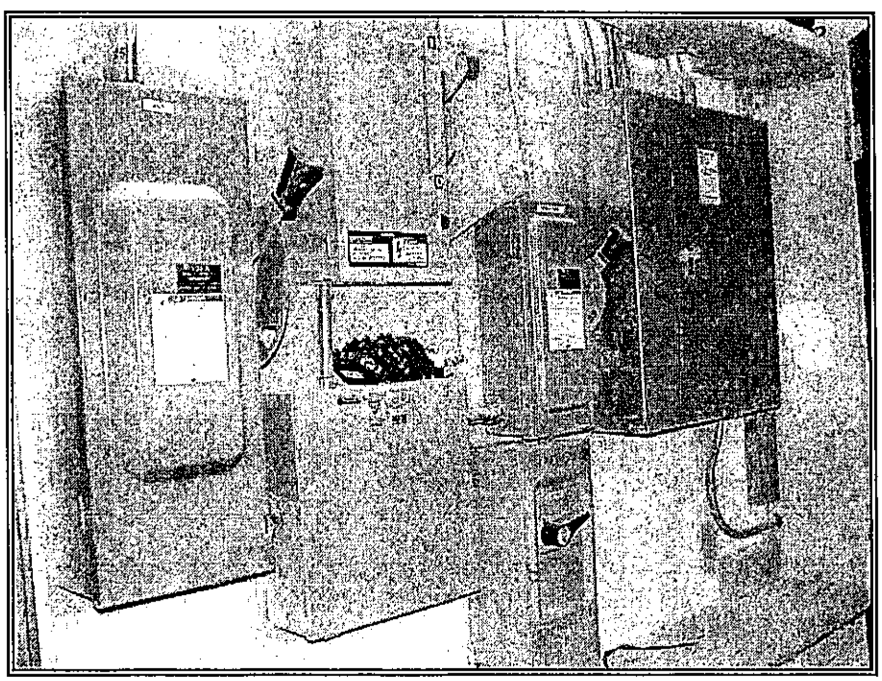
Main Level 2pc Washroom



Rear Area



Transformer at Rear



Electrical Service

DESCRIPTION OF THE IMPROVEMENT

The subject unit represents an attached condominium unit with a mezzanine. The subject was originally constructed as a rental project in the early 1980's and has recently been converted into condominium status.

The physical components are as follows:

Date of Inspection:	August 1, 2007	
Appraiser:	T. Wojas, B.A., AACI., P.App.	
Type of Improvement:	Attached Condominium Unit	
Floor Area:	Ground Floor –	2,925 Square Feet
	Mezzanine Area –	1,712 Square Feet
	Total -	4,637 Square Feet
Age of Complex:	15 to 20 Years	
Location within Complex:	Central	
Foundation:	Poured Concrete	
Exterior Walls:	Brick over Concrete Block	
Floor:	Concrete Floors	
Windows:	Double Pane set in Aluminium Frames	
Framing:	Steel	
Roof:	Flat Built-Up Tar / Gravel – Not Inspected	
Electrical:	125 amp Service	
Layout:	Functional	
Finishings:	Broadloom where laid, ceramic tile flooring in washrooms	
Lighting:	Fluorescent	
Fire Protection:	Full Sprinkler – Mezzanine and Ground Floor	
Clear Height:	18 Feet	
Overhead Doors:	1 Drive-In	
HVAC:	Roof Mounted	
Overall Condition:	Average	

HIGHEST AND BEST USE

In the most recent edition of The Appraisal of Real Estate, the Canadian Edition, the Highest and Best Use is defined as follows:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value".

To estimate Highest and Best Use, four elements are considered:

1. ***Permissible Legal Use.*** What uses of the site are permitted by zoning and deed restrictions.

2. ***Possible Use.*** What uses of the site in question are physically possible?

3. ***Feasible Use.*** Which possible and permissible uses will produce a net return to the owner of the site?

4. ***Highest and Best Use.*** Among the feasible uses, which use will produce the highest net return or the highest present worth.

The highest and best use of the land or site, if vacant and available for use, may be different from the highest and best use of the improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site.

The following tests must be met in estimating Highest and Best Use. The use must be legal and probable, not speculative or conjectural. A demand for the use must exist and it must yield the highest net return to the land for the longest period.

Highest and Best Use Analysis - As If Vacant and Improved

Neither demolition of the existing improvements and redevelopment of the subject site nor modification of the existing improvements would result in a higher return to the land than is currently being achieved. The existing industrial condominium unit is therefore concluded to be the Highest and Best Use – as Vacant and Improved.

APPROACHES TO VALUE

Synopsis

It is generally recognized that there are three (3) factors which can be used to estimate the value of a property. They are:

- *Reproduction Cost*
- *Income, and*
- *Sale Prices of similar properties*

Thus, there are three (3) basic Approaches to Value, namely:

1. *The Cost Approach*
2. *The Income Approach*
3. *The Direct Sales Comparison Approach*

The Cost Approach

In the Cost Approach, an estimate is made of the investment that would be required, under current market conditions, to construct improvements identical to those on the subject site.

From the cost figure so derived, the estimated loss in value through the various forms of depreciation (Accrued Depreciation), is deducted an d the estimated land value added.

The result is the Estimate of Value by the Cost Approach.

The Income Approach

In the Income Approach, an estimate is made of the expected future income, and of the anticipated cost to produce that income.

On the basis of the return, the prudent investor would require on his investment, and the time in which the original investment is expected to be recaptured, a discount rate is applied against the expected net income, resulting in the Estimate of Value by the Income Approach.

The Direct Sales Comparison Approach

The Direct Sales Comparison Approach contemplates the comparison of the subject property with comparable properties, which have recently sold or are listed for sale, and is an application of the Principle of Substitution. This principle affirms that when property is replaceable, no prudent buyer would pay more for the subject property than the cost of acquiring an equally desirable substitute property, provided that there is no undue delay in making the substitution.

Final Estimate of Value

The previously outlined Approaches to Value result in three (3) most likely different Estimates of Value.

These estimates of value are rendered into one Final Estimate of Value through reconciliation.

In this process, each estimate of value is considered in the light of the accuracy, importance and relevancy of the data on which it is based. The resulting valuation is the Final Estimate of Value.

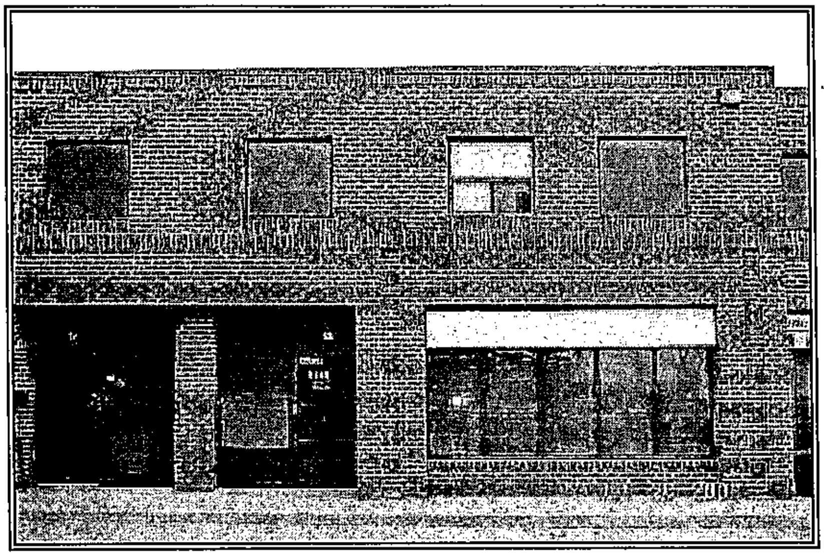
The appraiser has utilized the Direct Sales Comparison Approach and the Income Approaches to value. The Cost Approach is not considered applicable in the valuation of individual condominium units due to the common elements feature.

THE DIRECT SALES COMPARISON APPROACH

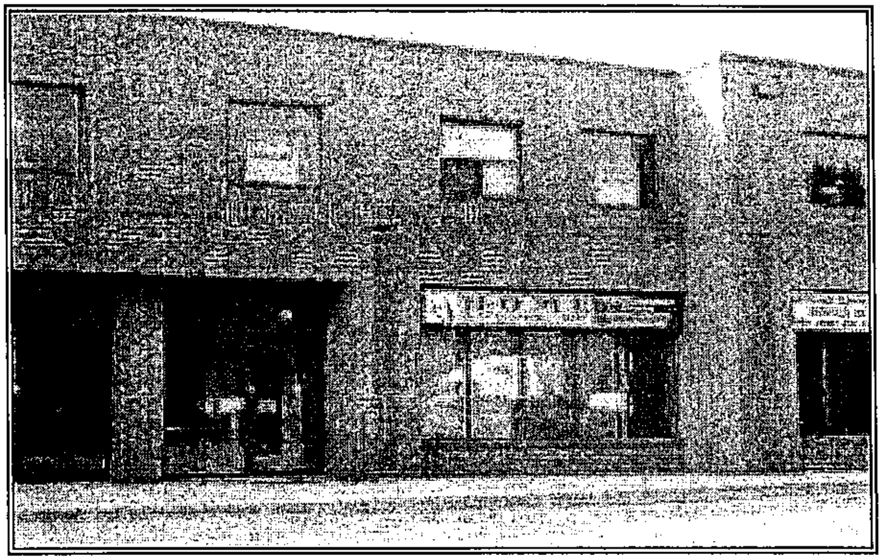
In this method of valuation, similar improved properties recently sold or offered for sale in the current market are analyzed and compared with the property being appraised. Adjustments are made for differences in such factors as the time of sale, location, type of improvement, age and condition of the improvements.

Among the sales considered are the following:

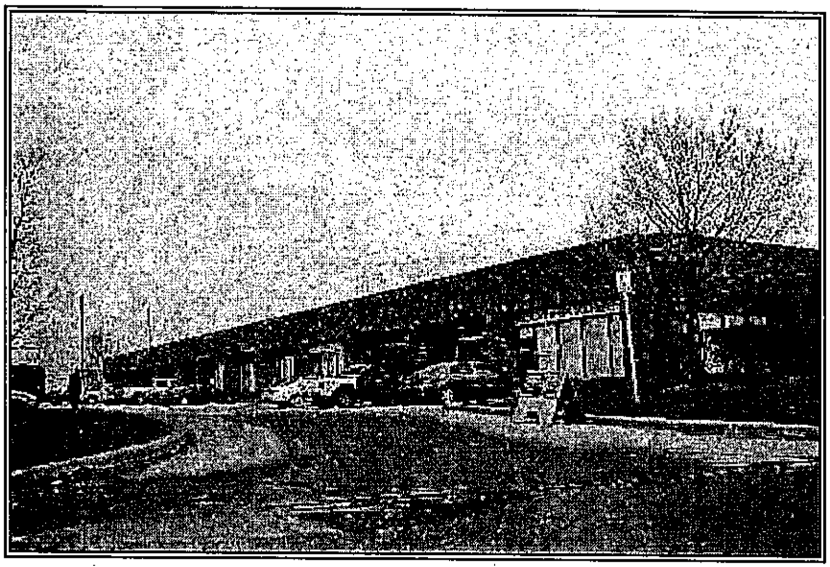
Comparable Sales



SALE NO.:	One
ADDRESS:	244 Brockport Drive, Unit 18 Toronto
SALE DATE:	December 15, 2006
SALE PRICE:	**$325,000**
TERMS:	Assumed All Cash
BUILDING AGE:	15 – 20 Years
BUILDING CONDITION:	Average
OVERHEAD DOORS:	1 Drive-in
CLEAR HEIGHT:	18 Feet
MAIN FLOOR AREA:	2,500 Square Feet
MEZZANINE AREA:	700 Square Feet
TOTAL FLOOR AREA:	3,200 Square Feet
PERCENTAGE FINISHED OFFICE:	21 Percent
PERCENTAGE WAREHOUSE:	79 Percent
PRICE PER SQ.FT. OF BLDG. AREA:	Inc Mezzanine - $101.56 Exc Mezzanine - $130.00
DAYS ON MARKET:	24 Days

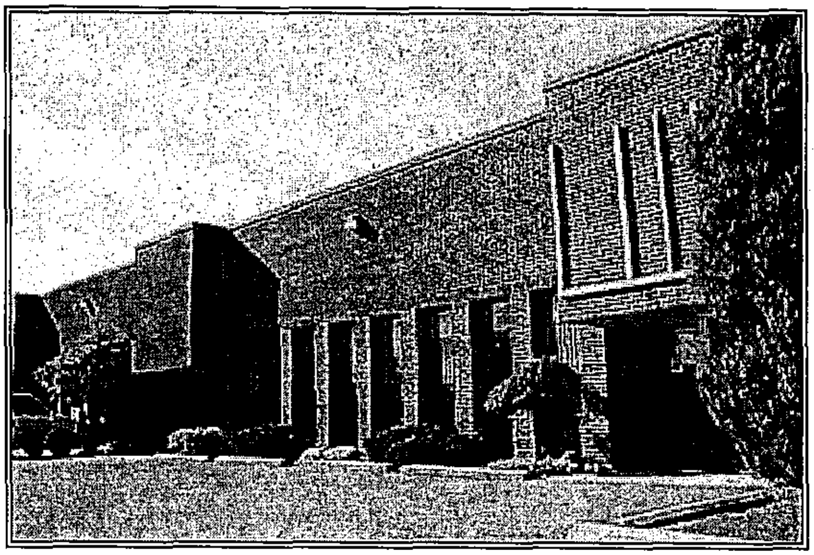


SALE NO.:	Two
ADDRESS:	244 Brockport Drive, Unit 12 Toronto
SALE DATE:	February 21, 2007
SALE PRICE:	**$324,000**
TERMS:	Assumed All Cash
BUILDING AGE:	15 – 20 Years
BUILDING CONDITION:	Average
OVERHEAD DOORS:	1 Drive-in
CLEAR HEIGHT:	18 Feet
MAIN FLOOR AREA:	2,325 Square Feet
MEZZANINE AREA:	1,100 Square Feet
TOTAL FLOOR AREA:	3,424 Square Feet
PERCENTAGE FINISHED OFFICE:	51 Percent
PERCENTAGE WAREHOUSE:	49 Percent
PRICE PER SQ.FT. OF BLDG. AREA:	Inc Mezzanine - $94.60 Exc Mezzanine - $139.35
DAYS ON MARKET:	55 Days



SALE NO.:	Three
ADDRESS:	22 Goodmark Place, Unit 16 Toronto
SALE DATE:	March 30, 2007
SALE PRICE:	**$239,900**
TERMS:	Assumed All Cash
BUILDING AGE:	15 – 20 Years
BUILDING CONDITION:	Average
OVERHEAD DOORS:	1 Drive-in
CLEAR HEIGHT:	18 Feet
MAIN FLOOR AREA:	1,681 Square Feet
MEZZANINE AREA:	897 Square Feet
TOTAL FLOOR AREA:	2,578 Square Feet
PERCENTAGE FINISHED OFFICE:	40 Percent
PERCENTAGE WAREHOUSE:	60 Percent
PRICE PER SQ.FT. OF BLDG. AREA:	Inc Mezzanine - $92.70 Exc Mezzanine - $143.00
DAYS ON MARKET:	127 Days

SALE NO.:	Four
ADDRESS:	244 Brockport Drive, Unit 17 Toronto
SALE DATE:	May 16, 2007
SALE PRICE:	**$322,000**
TERMS:	Assumed All Cash
BUILDING AGE:	15 – 20 Years
BUILDING CONDITION:	Average
OVERHEAD DOORS:	1 Drive-in
CLEAR HEIGHT:	18 Feet
MAIN FLOOR AREA:	2,500 Square Feet
MEZZANINE AREA:	700 Square Feet
TOTAL FLOOR AREA:	3,200 Square Feet
PERCENTAGE FINISHED OFFICE:	15 Percent
PERCENTAGE WAREHOUSE:	85 Percent
PRICE PER SQ.FT. OF BLDG. AREA:	Inc Mezzanine - $101.00 Exc Mezzanine - $128.00
DAYS ON MARKET:	124 Days



SALE NO.:	Five
ADDRESS:	50 Leading Road, Unit 5 Toronto
SALE DATE:	August 14, 2007
SALE PRICE:	**$320,000**
TERMS:	Assumed All Cash
BUILDING AGE:	15 – 20 Years
BUILDING CONDITION:	Average
OVERHEAD DOORS:	1 Truck Level
CLEAR HEIGHT:	18 Feet
MAIN FLOOR AREA:	2,925 Square Feet
MEZZANINE AREA:	None
TOTAL FLOOR AREA:	2,925 Square Feet
PERCENTAGE FINISHED OFFICE:	20 Percent
PERCENTAGE WAREHOUSE:	80 Percent
PRICE PER SQ.FT. OF BLDG. AREA:	Inc Mezzanine – N/A Exc Mezzanine - $109.00
DAYS ON MARKET:	22 Days

SALES ANALYSIS

The five sales utilized in the Direct Sales Approach have been summarized in the following table:

SALE NO.	ADDRESS	DATE	BLDG AGE	BLDG COND	CLEAR HT	OVER-HEAD DOORS	BLDG AREA	% OFFICE AREA	PRICE PER SQ.FT. OF BLDG. AREA	
									With Mezz	W/O Mezz
1.	244 Brockport Unit 18	Dec 2006	15-20 Years	Average	18 Feet	1	2500 700 3200 Sq.Ft.	21%	$101.56	$130.00
2.	244 Brockport Unit 12	Feb 2007	15-20 Years	Average	18 Feet	1	2325 1100 3425 Sq.Ft.	51%	$94.60	$139.35
3.	22 Goodmark Unit 16	Mar 2007	15-20 Years	Average	18 Feet	1	1681 897 2578 Sq.Ft.	40%	$92.70	$143.00
4.	244 Brockport Unit 17	May 2007	15-20 Years	Average	18 Feet	1	2500 700 3200 Sq.Ft.	15%	$101.00	$128.00
5.	50 Leading Unit 5	Aug 2007	15-20 Years	Average	18 Feet	1	2925 N/A 2925 Sq.Ft.	20%	N/A	$109.00
SUB PROP	50 Leading Unit 2		15-20 Years	Average	18 Feet	1	2925 1712 4637 Sq.Ft.	10%		

The five sales utilized in the Direct Sales Approach are all located within the general area. The sales took place from December 2006 to August 2007. The buildings are of similar age to the Subject and offered similar clear height. They have single overhead doors. The sales range in size from 1,681 square feet to 2,925 square feet on the ground floor and have mezzanines that range in size from 700 square feet to 1,100 square feet. The finished office areas range from 15 percent to 51 percent. Prior to any adjustment process the sales range in price from $94.60 to $101.56 per square foot and from $128 to $143 per square foot excluding the mezzanine area.

In order to adequately compare the sales to the subject property, the following adjustments were considered.

Financing:

All five sales took place on an all cash basis to the vendor, with no preferential financing in place. No adjustment for financing was considered necessary.

Market Conditions:

The sales took place between December 2006 and August 2007. With continued low interest rates there is considerable demand for this product type which has placed an upward pressure on price levels. Sales No 's 1 to No 4 would require upward time adjustments whereas Sale No 5 is current and would not require any adjustment.

Location:

All five sales are located within a reasonable distance from the Subject and would have access to similar locational amenities such as access to highways, good transportation routes, access to large labour pool and the availability of public transit.

Clear Height:

All five sales have similar clear heights of 18 feet.

Mezzanine

Sales No 1 to No 4 all offered mezzanine space similar to the Subject. Sale No 5 does not have mezzanine space and would be considered inferior.

Age / Condition:

Sales No 1 and No 3 are newer type buildings and therefore superior to the Subject. The remaining sales are all similar to the Subject.

Overhead Doors:

The Subject offers one drive-in overhead door. The five sales also offered similar characteristics.

Office Space:

The Subject offers 10 percent finished office space. Sales No 2and No 3 have offer larger finished office area and are therefore superior.

Building Size:

All five sales are considerably larger then the Subject, more expensive and therefore less affordable and hence inferior.

The following adjustment grid illustrates the adjustment process in detail:

Adjustment Grid

	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4	SALE NO. 5
Price Per Sq.Ft. Inc Mezz / W/O Mezz before Adjustment:	$101.56 $130.00	$94.60 $139.35	$92.70 $143.00	$101.00 $128.00	N/A $109.00
Market Conditions:	Inferior +	Inferior +	Inferior +	Inferior +	Similar Ø
Location:	Similar Ø	Similar Ø	Similar Ø	Similar Ø	Similar Ø
Clear Height:	Similar Ø	Similar Ø	Similar Ø	Similar Ø	Similar Ø
Age / Condition:	Superior -	Similar Ø	Superior -	Similar Ø	Similar Ø
Mezzanine:	Similar Ø	Similar Ø	Similar Ø	Similar Ø	Inferior +
Overhead Doors:	Similar Ø	Similar Ø	Similar Ø	Similar Ø	Similar Ø
Office Space:	Similar Ø	Superior -	Superior -	Similar Ø	Similar Ø
Building Size:	Superior -	Superior -	Superior -	Superior -	Superior -
Overall Comparability:	Superior -	Similar Ø	Superior -	Superior -	Inferior +

Sales No. 1 to No. 4 represent industrial condominium units that have mezzanine space. Sale No. 5 is within the complex does not have mezzanine space. Prior to the adjustment process, the sales ranged in price from $128.00 to $143.00 based on the ground level area only. Sale No. 5 at $109.00 does not offer mezzanine space. Based on a total available area, including the mezzanine, the range in value is $92.70 to $10 1.56.

Based upon the analysis of the five sales, the appraiser has estimated the market value of the Subject on the basis of $140.00 per square foot of ground floor area, and $95.00 per square foot of total area including the m ezzanine.

The value estimate is therefore, calculated as follows:

2,925 Square Feet @ $140.00 per Sq.Ft. =	$409,500;	Say	$410,000
4,637 Square Feet @ $95.00 per S q.Ft. =	$440,515;	Say	$440,000
An average of the two =			**$425,000**

THE INCOME APPROACH

Gross Income Estimate

The Subject property is currently owner occupied. In order to ascertain market economic rents, the appraiser completed a rental survey of leased and / or available s pace in the general area.

The following table illustrates the findings:

LEASE NO.	LOCATION	LEASE DATE	LEASE AREA	OFFICE	LEASE TYPE	RATE/ SQ.FT.	COMPARE
1.	25 Signal Hill Unit 6	Jan. 2007	3,070 Sq.Ft.	20%	Net	$6.00	Superior -
2.	246 Brockport Unit 24	April 2007	3,500 Sq.Ft.	10%	Net	$6.42	Superior -
3.	107 Woodbine Unit 12	May 20067	4,284 Sq.Ft.	75%	Net	$6.50	Superior -
4.	86 Guided Unit 13	May 2007	2,213 Sq.Ft.	25%	Net	$5.00	Inferior +

Based upon a review of the four rental rates, the appraiser has estimated the market rental rate for the subject at $5.75 per square foot, resulting in a Gross In come Estimate as follows:

4,637 Square Feet @ $5.75 per Square Foot = $26,663

Vacancy and Credit Loss

A survey of available space within the subject's complex revealed limited vacancy. A search of buildings within the general area revealed limited vacancy. Based upon the appraiser's survey as well as a survey prepared by Royal LePage, a vacancy factor of 5 percent was considered appropriate. The Effective Gross Income for the subject would be as follows:

Gross Income Estimate	$26,663
Less 5 percent Vacancy and Credit Loss	- $ 1,333
Effective Gross Income	$25,330

Operating Expenses

The tenant generally pays for all operating costs. The owner, however, is responsible for outside maintenance and management costs, which have been estimated at 3 percent of the Effective Gross Income, respectively.

The Net Operating Income for the subject would be calculated as follows:

Gross Income Estimate =		$26,663
Less 5 percent Vacancy and Credit Loss		- $ 1,333
Effective Gross Income		$25,330
Less Operating Expenses		
Management - 3% of E.G.I. =	$760	
Maintenance – 3% of E.G.I. =	$760	
Total Operating Expenses		- $ 1,520
NET OPERATING INCOME		$23,810

Capitalization Rate

In order to arrive at a capitalization rate for the subject property, the appraiser utilized the sales in the Direct Sales Comparison Approach. An economic rental was applied to each of these sales and then the applicable vacancy rate, along with a factor for management and structural maintenance, was deducted. The income was then derived, thereby allowing an overall capitalization rate to be calculated. The results are summarized in the following table:

SALE NO.	BLDG SIZE	RENTAL RATE PER SQ.FT.	GROSS INCOME	EFFECTIVE GROSS	NET INCOME	SALE PRICE	CAP RATE
1.	3,200 Sq.Ft.	$5.75	$18,400	$17,480	$16,431	$325,000	5.05%
2.	2,425 Sq.Ft.	$5.75	$19,694	$18,709	$17,587	$324,000	5.42%
3.	2,578 Sq.Ft.	$5.75	$14,824	$14,083	$13,238	$239,000	5.54%
4.	3,200 Sq.Ft.	$5.75	$18,400	$17,480	$16,431	$322,000	5.10%
5.	2,925 Sq.Ft.	$6.50	$19,013	$18,062	$16,978	$320,000	5.31%

The five capitalization rates range from 5.05 percent to 5.54 percent. The average of the five rates is 5.28 percent and the median is 5.31 percent. The appraiser has utilized a rate of 5.30 percent. The value of the Subject would therefore, be as follows:

$$\text{Value} = \frac{\text{Net Income}}{\text{Capitalization Rate}} = \frac{\$23{,}810}{0.053} = \$449{,}245$$

Say = **$450,000**

RECONCILIATION AND FINAL VALUE ESTIMATE

The two approaches to value have resulted in the following value estimates for the subject property:

The Direct Sales Approach	⇒	**$425,000**
The Income Approach	⇒	**$450,000**

The ***Direct Sales Approach*** is based on the analysis of five sales that have occurred within the general vicinity of the subject. The sales were analyzed on the basis of market conditions, location, office space component and any other pertinent factors. Considerable emphasis is generally placed on this approach because it most adequately reflects buyers and sellers actions in the market place.

The ***Income Approach*** is based on the current rental survey of available space within the general area. The appraiser allotted for vacancy, maintenance and management costs. The net income is capitalized utilizing the Direct Capitalization based on market comparisons. This property will be leased out and considerable emphasis is placed on this approach.

Final Value Estimate

Based on the foregoing analysis, it is the appraiser's opinion that the market value of the subject property, in Fee Simple, as at August 1, 2007 is as follows:

Four Hundred and Thirty Thousand Dollars

($430,000)

This is Exhibit C referred to in the
affidavit of Sandeep Bhargava
sworn before me, this 12th
day of November 2015

A COMMISSIONER FOR TAKING AFFIDAVITS

Agreement of Purchase and Sale
Condominium Resale - Commercial

OREA Ontario Real Estate Association

Form 501 for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Agreement of Purchase and Sale dated this 27th day of April, 2015

BUYER, 1778189 Ontario Inc, agrees to purchase from
(Full legal names of all Buyers)

SELLER, Amber Lighting Limited, the following
(Full legal names of all Sellers)

PROPERTY:

A unit in the condominium property known as Unit No. 109
(Apartment/ Townhouse/ Suite/ Unit)

located at 127 Westmore Dr 109

in the City of Toronto

being Toronto Standard Condo Plan#1908 Condominium Plan No. 1908
(Legal Name of Condominium Corporation)

Unit Number 109 Level No. 1 Building No. 127 together with ownership

or exclusive use of Parking Space(s) ...., together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) ...., together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))
in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Three Hundred Eighty-Five Thousand

.... Dollars (CDN$) 385,000.00

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/ Upon acceptance/ as otherwise described in this Agreement)

Eight Thousand Dollars (CDN$) 8,000.00

by negotiable cheque payable to Homelife/United Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/ Buyer) until 10:00 p.m. on the 29th day of April, 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 12th day of June, 2015. Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): IC **INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 905-672-0672 (For delivery of Documents to Seller) Fax No.: 905-672-0672 (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** all permanent fixtures now attached to the real property belonging to the sellers and deemed to be free of encumbrances.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $ 369.00 per month, which amount includes the following: As Per Current Budget

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: at an additional cost of:

9. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): UC INITIALS OF SELLER(S): V

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 4th day of June, 2015, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Retail Commercial) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or his authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this offer he has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if he receives any such notice prior to the date of completion he shall forthwith notify Buyer in writing and Buyer may thereupon at his option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

INITIALS OF BUYER(S): (IQ) **INITIALS OF SELLER(S):** (ar)

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at his option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

28. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): LC **INITIALS OF SELLER(S):**

31. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: | IN WITNESS whereof I have hereunto set my hand and seal:

1778189 Ontario Inc.

(Witness) | (Buyer / Authorized Signing Officer) | (Seal) | DATE 28 April 2015

(Witness) | (Buyer / Authorized Signing Officer) | (Seal) | DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: | IN WITNESS whereof I have hereunto set my hand and seal:

Amber Lighting Limited

(Witness) | (Seller / Authorized Signing Officer) | (Seal) | DATE 28th April 2015

(Witness) | (Seller / Authorized Signing Officer) | (Seal) | DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) | (Spouse) | (Seal) | DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... a.m./p.m. this .... day of ...., 20 ....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Homelife/United Realty Inc.

Phone 905-672-1234 Fax 905-672-0672 Representative

Co-operating/Buyer Brokerage

Phone Fax Representative

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service 127 Westmore Dr 109

Toronto, Ontario Phone

Seller's Lawyer

Address

Email

Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service

Phone

Buyer's Lawyer

Address

Email

Phone Fax

Property Manager: Name Address Phone Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. | Acknowledged by:

(Authorized to bind the Listing Brokerage) | (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form **501 A** for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 1778189 Ontario Inc, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 127 Westmore Dr 109 being

Unit No. 109 Level No. 1 Condominium Plan No. 1908 Building No. 127

Agreement of Purchase and Sale dated April 27, 2015

The Buyer agrees to pay the balance of the Purchase Price subject to adjustments in bank draft or by certified cheque to the Seller on closing.

This offer is conditional upon buyer arranging a satisfactory financing within 30 business days following the acceptance of this offer. Unless this condition is waived, the offer becomes null and void and the deposit will be returned to the buyer in full without any deductions. This condition is included for the benefit of the Buyer and may be waived at buyer's sole option within the time period stated herein.

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

It is agreed and understood that the Seller will provide, at his own expense, a Status Certificate on the affairs of the Condominium Corporation within 45 days of acceptance of this Offer.

The Agreement will be conditional for Five (5) working days (Monday through Friday) following the receipt of the Status Certificate by the Buyer, upon the Buyer's solicitor and the Buyer's Mortagee finding same satisfactory, failing which this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the building and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

This Offer is condition upon Buyer's due diligence within 30 business days of acceptance of this offer if the Buyer is not satisfied with zoning etc. This offer shall become null and void and deposit shall be returned to the Purchaser in full without deductions. This condition is included for the benefit of the Purchaser and may be waived by him within the time stated above with a written notice given to the Seller or his agent.

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): (le) INITIALS OF SELLER(S): ( )

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

Condominium Resale - Commercial

Form 501 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 25th day of March , 2015

BUYER, Tahir Ahmad (Full legal names of all Buyers), agrees to purchase from

SELLER, Amber Lighting Limited (Full legal names of all Sellers), the following

PROPERTY:

A unit in the condominium property known as Suite (Apartment/Townhouse/Suite/Unit) No.

located at 127 Westmore Dr 109

in the City of Toronto

being (Legal Name of Condominium Corporation) Condominium Plan No.

Unit Number 109 Level No. 1 Building No. 127 together with ownership

or exclusive use of Parking Space(s) (Number(s), Level(s)), together with ownership or exclusive use of

Locker(s) (Number(s), (L)evel(s)), together with Seller's proportionate undivided tenancy-in-common interest in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Three Hundred Seventy Thousand

Dollars (CDN$) 370,000.00

DEPOSIT: Buyer submits Upon Acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement)

Ten Thousand Dollars (CDN$) 10,000.00

by negotiable cheque payable to Homelife/United Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 8:00 p.m. on the 26th day of March , 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 29th day of May , 2015 . Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 905-672-0672 (For delivery of Documents to Seller)

Fax No.: 905-672-0672 (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller)

Email Address: (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** all electric light fixtures; and all other permanent fixtures now attached to the real property belonging to the sellers and deemed to be free of encumbrances.; window coverings

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
Hot Water Tank (if rental)

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $ 817.71 per month, which amount includes the following: As Per Current Budget

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: at an additional cost of:

9. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 20th day of May, 2015, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Retail Commercial) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or his authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this offer he has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if he receives any such notice prior to the date of completion he shall forthwith notify Buyer in writing and Buyer may thereupon at his option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at his option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

28. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

31. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Tahir Ahmad

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE 25 March 15

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Amber Lighting Limited

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE 25[t] March 2015

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... a.m./p.m. this .... day of ...., 20 ....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Homelife/United Realty Inc.

Phone 905-672-1234 Fax 905-672-0672 Representative

Co-operating/Buyer Brokerage

Phone Fax Representative

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service 127 Westmore Dr 109

Toronto, Ontario Phone

Seller's Lawyer

Address

Email

Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service

Phone

Buyer's Lawyer

Address

Email

Phone Fax

Property Manager: Name Address Phone Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

ORÉA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Tahir Ahmad, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 127 Westmore Dr 109 being

Unit No. 109 Level No. 1 Condominium Plan No. Building No. 127

Agreement of Purchase and Sale dated March 25, 2015

BALANCE OF PURCHASE PRICE

The Buyer agrees to pay the balance of the Purchase Price subject to adjustments in bank draft or by certified cheque to the Seller on closing.

CONDITIONAL ON FINANCING

This offer is conditional upon buyer arranging a satisfactory financing within 30 business days following the acceptance of this offer. Unless this condition is waived, the offer becomes null and void and the deposit will be returned to the buyer in full without any deductions. This condition is included for the benefit of the Buyer and may be waived at buyer's sole option within the time period stated herein.

CONDITIONAL ON INSPECTION

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

CONDITIONAL ON STATUS CERTIFICATE

It is agreed and understood that the Seller will provide, at his own expense, a Status Certificate on the affairs of the Condominium Corporation within 45 days of acceptance of this Offer.

The Agreement will be conditional for Five (5) working days (Monday through Friday) following the receipt of the Status Certificate by the Buyer, upon the Buyer's solicitor and the Buyer's Mortagee finding same satisfactory, failing which this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option.

CURRENT VALUE ASSESSMENT

The parties to the Agreement acknowledge that the Province of Ontario is currently implementing "Current Value Assessment" (CVA). Any information made available by the Vendor, or any broker or salesperson in connection with assessment or property tax information predates CVA. There shall be no obligation of, or claim made against any party hereunder, or any broker or salesperson referred to herein, arising out of, or in any way related to assessment on property and information in connection with property. acknowledge

SURVEY CLAUSE

The Seller agrees to provide at his own expense, within 30 business days following acceptance of this Offer, an existing survey of said property showing the current location of all structures, buildings, improvements, easements, rights-of-way, and encroachments affecting said property. The Seller will further deliver, on completion, a declaration confirming that there have been no additions to the structures, buildings and improvements on the property since the date of the survey.

Continued on next page...

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Tahir Ahmad, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 127 Westmore Dr 109 being

Unit No. 109 Level No. 1 Condominium Plan No. Building No. 127

Agreement of Purchase and Sale dated March 25, 2015

Continued from previous page:

NO GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES- WARRANTY

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the building and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

ACCESS FOR APPRAISAL

The seller will co-operate with the appraiser to view the said property on or before closing.

This Offer is condition upon Buyer's due diligence within 30 business days of acceptance of this offer if the Buyer is not satisfied with zoning etc. This offer shall become null and void and deposit shall be returned to the Purchaser in full without deductions. This condition is included for the benefit of the Purchaser and may be waived by him within the time stated above with a written notice given to the Seller or his agent.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): TA **INITIALS OF SELLER(S):**

This is Exhibit ......D...... referred to in the
affidavit of ...Sundeep Bhargava
sworn before me, this ...12...............
day of ...November....., 2017

....
A COMMISSIONER FOR TAKING AFFIDAVITS

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Condominium Resale - Commercial

Form 501 for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Agreement of Purchase and Sale dated this 20th day of March, 2015

BUYER, 1511551 Ontario Ltd., agrees to purchase from
(Full legal names of all Buyers)

SELLER, Amber Lighting Limited, the following
(Full legal names of all Sellers)

PROPERTY:

A unit in the condominium property known as Unit No. 2
(Apartment/Townhouse/Suite/Unit)

located at 50 Leading Rd 2

in the City of Toronto

being Toronto Standard Condo Plan # 1646 Condominium Plan No. 1646
(Legal Name of Condominium Corporation)

Unit Number 6 Level No. 1 Building No. 50 together with ownership

or exclusive use of Parking Space(s) ...., together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) ...., together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))
in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Thirty-Nine Thousand Dollars (CDN$) 39,000.00

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)

Fifteen Thousand Dollars (CDN$) 15,000.00

by negotiable cheque payable to Homelife/United Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 10:00 p.m. on the 24th day of March, 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of May, 2015. Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): PA **INITIALS OF SELLER(S):** [signature]

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 905-672-0672 (For delivery of Documents to Seller)   Fax No.: 905-672-0672 (For delivery of Documents to Buyer)

Email Address: .... (For delivery of Documents to Seller)   Email Address: .... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** all permanent fixtures now attached to the real property belonging to the sellers and deemed to be free of encumbrances.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $ 560.00 per month, which amount includes the following: As Per Current Budget

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: .... at an additional cost of: ....

9. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): RJ   INITIALS OF SELLER(S):

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 13th day of May, 2015, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Retail Commercial) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or his authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this offer he has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if he receives any such notice prior to the date of completion he shall forthwith notify Buyer in writing and Buyer may thereupon at his option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

INITIALS OF BUYER(S): (Rj) **INITIALS OF SELLER(S):** ([illegible])

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at his option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

28. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): RJ **INITIALS OF SELLER(S):** [illegible]

31. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

1511551 Ontario Ltd.

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE 21 March 2015

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Amber Lighting Limited

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE 21st March 2015

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... a.m./p.m. this .... day of ...., 20 ....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Homelife/United Realty Inc.

Phone 905-672-1234 Fax 905-672-0672 Representative

Co-operating/Buyer Brokerage

Phone Fax Representative

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service 50 Leading Rd 2

Toronto, Ontario Phone

Seller's Lawyer

Address

Email

Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service

Phone

Buyer's Lawyer

Address

Email

Phone Fax

Property Manager: Name Address Phone Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 1511551 Ontario Ltd., and

SELLER, Amber Lighting Limited,

for the purchase and sale of 50 Leading Rd 2 being

Unit No. 6 Level No. 1 Condominium Plan No. 1646 Building No. 50

Agreement of Purchase and Sale dated March 20, 2015

The Buyer agrees to pay the balance of the Purchase Price subject to adjustments in bank draft or by certified cheque to the Seller on closing.

This offer is conditional upon buyer arranging a satisfactory financing within 30 business days following the acceptance of this offer. Unless this condition is waived, the offer becomes null and void and the deposit will be returned to the buyer in full without any deductions. This condition is included for the benefit of the Buyer and may be waived at buyer's sole option within the time period stated herein.

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

It is agreed and understood that the Seller will provide, at his own expense, a Status Certificate on the affairs of the Condominium Corporation within 45 days of acceptance of this Offer.

The Agreement will be conditional for Five (5) working days (Monday through Friday) following the receipt of the Status Certificate by the Buyer, upon the Buyer's solicitor and the Buyer's Mortagee finding same satisfactory, failing which this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the building and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

This Offer is condition upon Buyer's due diligence within 30 business days of acceptance of this offer if the Buyer is not satisfied with zoning etc. This offer shall become null and void and deposit shall be returned to the Purchaser in full without deductions. This condition is included for the benefit of the Purchaser and may be waived by him within the time stated above with a written notice given to the Seller or his agent.

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): Dj INITIALS OF SELLER(S): W

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Condominium Resale - Commercial

Form 501 for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Agreement of Purchase and Sale dated this 2nd day of April, 2015

BUYER, Krest Properties Ltd (Full legal names of all Buyers), agrees to purchase from

SELLER, Amber Lighting Limited (Full legal names of all Sellers), the following

PROPERTY:

A unit in the condominium property known as Unit (Apartment/Townhouse/Suite/Unit) No. 2

located at 50 Leading Rd 2

in the City of Toronto

being Toronto Standard Condo (Legal Name of Condominium Corporation) Condominium Plan No. 1646

Unit Number 82 Level No. 1 Building No. 50 together with ownership or exclusive use of Parking Space(s) Outside Surface (Number(s), Level(s)), together with ownership or exclusive use of Locker(s) (Number(s), (L)evel(s)), together with Seller's proportionate undivided tenancy-in-common interest in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: ~~Three Hundred Ninety-Five Thousand~~ ~~four hundred Sixty thousand~~ Four hundred two thousand Dollars (CDN$) ~~395,000.00~~ ~~400,000.00~~ 402,000.00

DEPOSIT: Buyer submits Upon Acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement)

Ten Thousand Dollars (CDN$) 10,000.00

by negotiable cheque payable to Homelife/United Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 6:00 p.m. on the 7th day of April, 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 29th day of May, 2015. Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): KP INITIALS OF SELLER(S): V

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 905-672-0672 (For delivery of Documents to Seller)   Fax No.: 905-672-0672 (For delivery of Documents to Buyer)

Email Address: .... (For delivery of Documents to Seller)   Email Address: .... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** all permanent fixtures now attached to the real property belonging to the sellers and deemed to be free of encumbrances.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** ....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $ 560.00 per month, which amount includes the following: As Per Current Budget

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: .... at an additional cost of: ....

9. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): KP   **INITIALS OF SELLER(S):**

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 21st day of May, 2015, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Retail Commercial) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or his authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this offer he has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if he receives any such notice prior to the date of completion he shall forthwith notify Buyer in writing and Buyer may thereupon at his option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

INITIALS OF BUYER(S): RP **INITIALS OF SELLER(S):**

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at his option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

28. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

31. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Krest Properties Ltd

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE 3rd April

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Amber Lighting Limited

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE 3rd April 2015

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... a.m./p.m. this .... day of ...., 20 ....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Homelife/United Realty Inc.

Phone 905-672-1234 Fax 905-672-0672 Representative

Co-operating/Buyer Brokerage

Phone Fax Representative

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service 50 Leading Rd 2

Toronto, Ontario Phone

Seller's Lawyer

Address

Email

Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service

Phone

Buyer's Lawyer

Address

Email

Phone Fax

Property Manager: Name Address Phone Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Krest Properties Ltd, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 50 Leading Rd 2 being

Unit No. 6 Level No. 1 Condominium Plan No. 1646 Building No. 50

Agreement of Purchase and Sale dated April 2, 2015

BALANCE OF PURCHASE PRICE

The Buyer agrees to pay the balance of the Purchase Price subject to adjustments in bank draft or by certified cheque to the Seller on closing.

CONDITIONAL ON FINANCING

This offer is conditional upon buyer arranging a satisfactory financing within 30 business days following the acceptance of this offer. Unless this condition is waived, the offer becomes null and void and the deposit will be returned to the buyer in full without any deductions. This condition is included for the benefit of the Buyer and may be waived at buyer's sole option within the time period stated herein.

CONDITIONAL ON INSPECTION

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

CONDITIONAL ON STATUS CERTIFICATE

It is agreed and understood that the Seller will provide, at his own expense, a Status Certificate on the affairs of the Condominium Corporation within 45 days of acceptance of this Offer.

The Agreement will be conditional for Five (5) working days (Monday through Friday) following the receipt of the Status Certificate by the Buyer, upon the Buyer's solicitor and the Buyer's Mortagee finding same satisfactory, failing which this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option.

CURRENT VALUE ASSESSMENT

The parties to the Agreement acknowledge that the Province of Ontario is currently implementing "Current Value Assessment" (CVA). Any information made available by the Vendor, or any broker or salesperson in connection with assessment or property tax information predates CVA. There shall be no obligation of, or claim made against any party hereunder, or any broker or salesperson referred to herein, arising out of, or in any way related to assessment on property and information in connection

SURVEY CLAUSE

The Seller agrees to provide at his own expense, within 30 business days following acceptance of this Offer, an existing survey of said property showing the current location of all structures, buildings, improvements, easements, rights-of-way, and encroachments affecting said property. The Seller will further deliver, on completion, a declaration confirming that there have been no additions to the structures, buildings and improvements on the property since the date of the survey.

Continued on next page...

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): KO INITIALS OF SELLER(S): Y

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Krest Properties Ltd, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 50 Leading Rd 2 being

Unit No. 6 Level No. 1 Condominium Plan No. 1646 Building No. 50

Agreement of Purchase and Sale dated April 2, 2015

Continued from previous page:

NO GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES- WARRANTY

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the building and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

ACCESS FOR APPRAISAL

The seller will co-operate with the appraiser to view the said property on or before closing.

The agreement to be constituted by the acceptance of this offer is subject to the condition that the Vendor's/ Purchaser's solicitor approves the terms of this Agreement (unless the Vendor/ Purchaser shall in writing waive such compliance) within 30 days from the date of acceptance and shall be a condition precedent to any obligation hereunder on the part of the Vendor/ Purchaser. If such condition is not complied with within the time aforesaid and such compliance is not waived as aforesaid, this Agreement shall be null and void and the Purchaser shall be entitled to the immediate return of the deposit in full without interest.

This Offer is condition upon Buyer's due diligence within 30 business days of acceptance of this offer if the Buyer is not satisfied with zoning etc. This offer shall become null and void and deposit shall be returned to the Purchaser in full without deductions. This condition is included for the benefit of the Purchaser and may be waived by him within the time stated above with a written notice given to the Seller or his agent.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): Kp INITIALS OF SELLER(S):

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Condominium Resale - Commercial

Form 501 for use in the Province of Ontario

Commercial Division Toronto Real Estate Board

This Agreement of Purchase and Sale dated this 7th day of May, 2015

BUYER, Capicotto Family Holdings Inc (Full legal names of all Buyers), agrees to purchase from

SELLER, Amber Lighting Limited (Full legal names of all Sellers), the following

PROPERTY:

A unit in the condominium property known as Unit (Apartment/Townhouse/Suite/Unit) No. 2

located at 50 Leading Rd 2

in the City of Toronto

being Toronto Standard Condo (Legal Name of Condominium Corporation) Condominium Plan No. 1646

Unit Number ~~2~~ 2 Level No. 1 Building No. 50 together with ownership

or exclusive use of Parking Space(s) Surface (Number(s), Level(s)), together with ownership or exclusive use of

Locker(s) (Number(s), (L)evel(s)), together with Seller's proportionate undivided tenancy-in-common interest in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Four Hundred ~~Five Thousand~~ ~~fifty five thousand~~ fifteen thousand 415,000.00 ~~455,000.00~~ Dollars (CDN$) ~~405,000.00~~

DEPOSIT: Buyer submits Upon Acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement)

Ten Thousand Dollars (CDN$) 10,000.00

by negotiable cheque payable to Homelife/United Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 6:00 p.m. on the 8th day of May, 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 31st day of July, 2015. Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 905-672-0672 (For delivery of Documents to Seller)   Fax No.: 905-672-0672 (For delivery of Documents to Buyer)

Email Address: .... (For delivery of Documents to Seller)   Email Address: .... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** all permanent fixtures now attached to the real property belonging to the sellers and deemed to be free of encumbrances.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $ 560.00 per month, which amount includes the following: As Per Current Budget

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: .... at an additional cost of: ....

9. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): ______ **INITIALS OF SELLER(S):** ______

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 14th day of July, 2015, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Retail Commercial) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or his authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this offer he has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if he receives any such notice prior to the date of completion he shall forthwith notify Buyer in writing and Buyer may thereupon at his option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

INITIALS OF BUYER(S): AC **INITIALS OF SELLER(S):** Qy

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at his option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

28. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): AC **INITIALS OF SELLER(S):** Y

31. **SUCCESSORS AND ASSIGNS**: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Capicotto Family Holdings Inc

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE 7th May 2015

(Witness) (Buyer / Authorized Signing Officer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Amber Lighting Limited

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE 7 May 2015

(Witness) (Seller / Authorized Signing Officer) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... a.m./p.m. this .... day of ...., 20 ....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Homelife/United Realty Inc.

Phone 905-672-1234 Fax 905-672-0672 Representative

Co-operating/Buyer Brokerage

Phone Fax Representative

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DATE
(Seller)

DATE
(Seller)

Address for Service 50 Leading Rd 2

Toronto, Ontario Phone

Seller's Lawyer

Address

Email

Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DATE
(Buyer)

DATE
(Buyer)

Address for Service

Phone

Buyer's Lawyer

Address

Email

Phone Fax

Property Manager: Name Address Phone Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Capicotto Family Holdings Inc, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 50 Leading Rd 2 being

Unit No. 6 Level No. 1 Condominium Plan No. 1646 Building No. 50

Agreement of Purchase and Sale dated May 7, 2015

The Buyer agrees to pay the balance of the Purchase Price subject to adjustments in bank draft or by certified cheque to the Seller on closing.

This offer is conditional upon buyer arranging a satisfactory financing within 30 business days following the acceptance of this offer. Unless this condition is waived, the offer becomes null and void and the deposit will be returned to the buyer in full without any deductions. This condition is included for the benefit of the Buyer and may be waived at buyer's sole option within the time period stated herein.

It is agreed and understood that the Seller will provide, at his own expense, a Status Certificate on the affairs of the Condominium Corporation within 45 days of acceptance of this Offer.

The Agreement will be conditional for Five (5) working days (Monday through Friday) following the receipt of the Status Certificate by the Buyer, upon the Buyer's solicitor and the Buyer's Mortagee finding same satisfactory, failing which this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option.

The parties to the Agreement acknowledge that the Province of Ontario is currently implementing "Current Value Assessment" (CVA). Any information made available by the Vendor, or any broker or salesperson in connection with assessment or property tax information predates CVA. There shall be no obligation of, or claim made against any party hereunder, or any broker or salesperson referred to herein, arising out of, or in any way related to assessment on property and information in connection

The seller will co-operate with the appraiser to view the said property on or before closing.

Buyer agrees to obtain, at his own expense, an inspection of the subject property by a qualified building inspector, within 30 business days upon acceptance of this Offer. In the event such inspection reveals deficiencies in the subject property which the Buyer is unwilling to accept and the Seller is unwilling to remedy, then this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest. The Seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the sole benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

The agreement to be constituted by the acceptance of this offer is subject to the condition that the Vendor's/ Purchaser's solicitor approves the terms of this Agreement (unless the Vendor/ Purchaser shall in writing waive such compliance) within 30 days from the date of acceptance and shall be a condition precedent to any obligation hereunder on the part of the Vendor/ Purchaser. If such condition is not complied with within the time aforesaid and such compliance is not waived as aforesaid, this Agreement shall be null and void and the Purchaser shall be entitled to the immediate return of the deposit in full without interest.

This Offer is condition upon Buyer's due diligence within 30 business days of acceptance of this offer if the Buyer is not satisfied with zoning etc. This offer shall become null and void and deposit shall be returned to the Purchaser in full without deductions. This condition is included for the benefit of the Purchaser and may be waived by him within the time stated above with a written notice given to the Seller or his agent.

Continued on next page...

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): AK INITIALS OF SELLER(S):

Schedule A

Agreement of Purchase and Sale – Condominium Resale – Commercial

Form 501A for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Capicotto Family Holdings Inc, and

SELLER, Amber Lighting Limited,

for the purchase and sale of 50 Leading Rd 2 being

Unit No. 6 Level No. 1 Condominium Plan No. 1646 Building No. 50

Agreement of Purchase and Sale dated May 7, 2015

Continued from previous page:

The agreement to be constituted by the acceptance of this offer is subject to the condition that the Vendor's/ Purchaser's solicitor approves the terms of this Agreement (unless the Vendor/ Purchaser shall in writing waive such compliance) within 30 days from the date of acceptance and shall be a condition precedent to any obligation hereunder on the part of the Vendor/ Purchaser. If such condition is not complied with within the time aforesaid and such compliance is not waived as aforesaid, this Agreement shall be null and void and the Purchaser shall be entitled to the immediate return of the deposit in full without interest.

Seller agrees to discharge all mortgages which are not being assumed or transferred and all liens or encumbrances which may be registered against the property at his own expense, either out of the proceeds of the sale or by his solicitor's personal undertaking on or before closing.

Seller agrees to be responsible for all bills, purchases, retail sales tax, HST, accounts payable relating to business in this transaction and agrees to discharge the same before from the closing of this transaction or undertakes to do the same from the proceeds of this transaction immediately after the closing of this transaction and shall provide a clear and lien free title of the business and all the assets, equipment, fixtures and chattels included in the purchase price.

Seller warrants that the business complies with all the municipal, Provincial and federal By-laws and regulations including the fire, healthy and building regulation governing the said business operation and is in the possession and all required licenses and certificates.

If applicable, this Agreement is subject to the Bulk Sales Act.

The seller warrants and represents that the building located on the property, their roofs and all mechanical, electrical, heating and plumbing systems together with all equipment and related components are today and will be at the date of completion, in good working condition and repair.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): AC INITIALS OF SELLER(S):

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Condominium Resale

Toronto Real Estate Board

Form 101 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 11 day of November 2015

BUYER, Sukhwinder Kaur Arora in Trust (For a Corporation yet to be formed), agrees to purchase from
(Full legal names of all Buyers)

SELLER, Amber Lighting Limited, the following
(Full legal names of all Sellers)

PROPERTY:

a unit in the condominium property known as Unit (Apartment/Townhouse/Suite/Unit) No. 2

located at 50 Leading Road

in the City of Toronto

being Part Lot 40, Con 2, Plan 21290 S (Legal Name of Condominium Corporation) Condominium Plan No TSCC 1646

Unit Number 16 Level No. 1 Building No. 50 together with ownership

or exclusive use of Parking Space(s) (Number(s), Level(s)), together with ownership or exclusive use of

Locker(s) XX (Number(s), Level(s)), together with Seller's proportionate undivided tenancy-in-common interest in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Dollars (CDN$) 350,000.00

Three Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty Thousand Dollars (CDN$) 20,000.00

by negotiable cheque payable to CENTURY 21 LEADERS REALTY LTD. BROKERAGE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 10:00 a.m. on the 13 day of November 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 31 day of March, 2016. Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): SK **INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .... (For delivery of Documents to Seller)   FAX No.: .... (For delivery of Documents to Buyer)

Email Address: sarabjeet@gmail.com (For delivery of Documents to Seller)   Email Address: hthind@gmail.com (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:**

HVAC, Light fixtures and all other permanent fixtures currently attached to the property belonging to the Seller

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $545.00 per month, which amount includes the following: Exterior Maintenance, Driveway, Snow Removal and Parking lot maintenance.

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: 3 parking spots at an additional cost of: zero dollars.

9. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be Included in (included in/in addition to) the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): (initials)   **INITIALS OF SELLER(S):**

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 29 day of February, 20 16, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Commercial Storage) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S): (SAy) **INITIALS OF SELLER(S):** ( )

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

20. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.

23. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

27. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

28. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

30. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

31. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer) (Seal) DATE 11 NOV 2015

(Witness) (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) (Seal) DATE

(Witness) (Seller) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ....a.m./p.m. this .... day of ...., 20..........

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage CENTURY 21 LEADERS REALTY LTD. Tel.No. (905) 405-8484
7071 AIRPORT RD SUITE 201 MISSISSAUGA
(Salesperson / Broker Name)

Co-op/Buyer Brokerage CENTURY 21 LEADERS REALTY LTD. Tel.No. (905) 405-8484
7071 AIRPORT RD SUITE 201 MISSISSAUGA JEET ARORA
(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service
Tel.No.
Seller's Lawyer
Address
Email
Tel No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service
Tel.No.
Buyer's Lawyer
Address
Email
Tel No. FAX No.

Property Manager: (Name) (Address) (Tel.No., FAX No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale

Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Sukhwinder Kaur Arora in Trust (For a Corporation yet to be formed), and

SELLER, Amber Lighting Limited

for the purchase and sale of 50 Leading Road Toronto

dated the 11 day of November, 20 15 .

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by certified cheque, to the Seller on the completion of this transaction.

This offer is conditional for a period of 5 (five) weeks of acceptance of this offer, upon the Buyer or agent being able to arrange, at Buyer's expense, satisfactory financing, otherwise, this offer shall become null and void and the deposit shall be returned to the Buyer in full without deductions. This condition is included for the benefit of the Buyer and may be waived his/her sole option.

This offer is conditional for a period of 5 (five) weeks of acceptance of this offer upon the inspection of the subject property by a building inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer in the sole and absolute discretion, failing which, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This offer is conditional for 5 (five) weeks of acceptance upon the Buyer obtaining a Status Certificate and associated documents as required under the Condominium Act, 1998 from Condominium Corporation herein satisfactory to the solicitor for the Buyer. The Buyer's solicitor shall have 10 banking days after receipt of such Status Certificate and associated documents, including copies of all documents listed in 33 (c) of the Status Certificate, which the Buyer and/or the Buyer's solicitor have requested within, which to notify the Seller or the Seller's realtor that the said Status Certificate is satisfactory to them, failing which, this agreement shall become null and void and the Status Certificate and any accompanied documents shall be borne by the Seller. This condition is included for the sole benefit of the Buyer and may be waived at his/her sole option.

This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 (five) weeks, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have until not later than 5 (five) weeks, to satisfy the Buyer that the property is zoned in final and binding form under the relevant zoning bylaws and official plan to permit it to develop or use the property for the purpose of running radio/television production studios and related offices. If the Buyer is not so satisfied at the Buyer's sole and arbitrary discretion, the Buyer may terminate this Agreement by notice in writing delivered to the Seller.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Sukhwinder Kaur Arora in Trust (For a Corporation yet to be formed), and

SELLER, Amber Lighting Limited

for the purchase and sale of 50 Leading Road Toronto

dated the 11 day of November, 20 15.

personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto prior to the expiry of such period and the deposit shall be returned to the Buyer in full without deduction.

This offer is conditional on the Buyer arranging insurance for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 (five) weeks that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller agrees to allow the Buyer, upon prior notice, five more visit to the property before closing.

The Seller agrees to provide to the buyer a copy of existing survey of the subject property within 3 (Three) weeks days upon the acceptance of this offer.

The Seller agrees to provide access to appraiser(s) for the appraisal of the subject property should the financial institution/lender that Buyer is seeking finances from require the same.

Seller agrees to provide all keys of the said unit to Buyer such as Main Entrance, Side/Service Entrance, Mail box etc on the date of closing.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

Toronto Real Estate Board

Form 320 for use in the Province of Ontario

BUYER: Sukhwinder Kaur Arora in Trust (For a Corporation yet to be formed)

SELLER: Amber Lighting Limited

For the transaction on the property known as: 50 Leading Road Toronto

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☑ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage .... (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE
SA	Y		

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☑ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.5% plus HST to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

CENTURY 21 LEADERS REALTY LTD. (Name of Co-operating/Buyer Brokerage)	CENTURY 21 LEADERS REALTY LTD. (Name of Listing Brokerage)
7071 AIRPORT RD SUITE 201 MISSISSAUGA	7071 AIRPORT RD SUITE 201 MISSISSAUGA
Tel.: (905) 405-8484 Fax: (905) 405-8881	Tel.: (905) 405-8484 Fax:
Date: NOV 11/2015 (Authorized to bind the Co-operating/Buyer Brokerage)	Date: NOV 11/2015 (Authorized to bind the Listing Brokerage)
JEET ARORA (Print Name of Broker/Salesperson Representative of the Brokerage)	HARKANWAL THIND (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS **SELLER'S INITIALS**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Buyer) Date: NOV 11/2015	(Signature of Seller) Date:
(Signature of Buyer) Date:	(Signature of Seller) Date:

This is Exhibit ....E.......... referred to in the

affidavit of ...Sudeep Bhargava...

sworn before me, this ...12th...

day of ...November... 2018

...

A COMMISSIONER FOR TAKING AFFIDAVITS

-----Original Message-----
From: AmberLite Yahoo [mailto:amberliteinc@yahoo.com]
Sent: November 09, 2015 5:51 PM
To: Oros, Jan
Cc: Mark Klaiman Laywer; Wiebe, Jake; Domenico Magisano
Subject: Re: No response still for the address to ship the sky jack and shrink rap machine and books and records

Hi Jan
That's no the truth I have been asking you the address many times where the machine has to be delivered and for your reference you only told me that there is no room to put any thing at 50 Leading Road because there are full of skids and that moment I asked you as well for your delivery address and we had this conversation many times when we spoke to you on the phone with you and I am still requesting you the delivery address where I can sent the equipments and plus I have been out of the country and dealing with my health issues which was recently diagnosed. I am willing cooperate from day one when I gave you the the lease copies and provided with there information and spoken to on several occasions. I kindly request you the delivery address once again for equipment and books and records to be sent. Your earliest reply will be highly appreciated Regards
Amber lite Inc. Sundeep
> On Nov 9, 2015, at 4:57 PM, Oros, Jan <Jan.Oros@ca.gt.com> wrote:
>
> Hi Sunny,
>
> The issue has not been getting a delivery address from us, the issue has been when you decided you would make the items available to be turned over to the receiver, ie the date you would release them to us. Just like today when you called, I asked when are you planning to drop off the asset at which point an address would have been determined.
>
> I have also indicated to you on several occasions that we would pick them up from you but you have chosen not disclose the location of the assets to us. When you were away, I offered to meet your staff to get the assets and you indicated they did not know where it was and you had to be present so you could get our sign off of the return.
>
> The books and records could have been dropped off to our office in my signature below since the beginning of the receivership. You have never asked for an address or offered to drop them off to us until today. Again last we spoke you indicated you were taking them to your accountant first and again you were not disclosing where or who that was and would only send us the information after they were done with it. If you recall you advised that you were switching accountants as the old one was giving you problems.
>
> In any event, you can drop off the books and records requested to our 200 King Street West address below. Let us know when we can expect to receive them.
>
> If you are able to provide a specific date and time between Monday to Friday 9am to 4 pm that you will drop off the Skyjack and pallet wrapper to 50 Leading Road we will arrange for someone to meet you there to collect those items from you.
>
> Regards,
>
> Jan Oros | Manager
> Grant Thornton Limited
> 200 King Street West, Box 11, 11th Floor Toronto, ON M5H 3T4 T +1 416
> 360 5023 | F +1 905 475 8906 | C +1 416 899 2717 E Jan.Oros@ca.gt.com
> | W http://www.grantthornton.ca/

>
>
>
>
>
> Grant Thornton LLP is proud to be
> recognized as one of Canada's best
> workplaces for our eighth consecutive year!
>
>
>
> -----Original Message-----
> From: AmberLite Yahoo [mailto:amberliteinc@yahoo.com]
> Sent: Monday, November 09, 2015 4:04 PM
> To: Oros, Jan; Mark Klaiman Laywer
> Subject: No response still for the address to ship the sky jack and
> shrink rap machine and books and records
>
> Hi Jan
> As I talked to you several times to provide the address and there is No response still for the address to ship the sky jack and shrink rap machine and books and records
> I called you several times as well and left message in your cell and even spoke you from overseas but there is still no response from your end for the address kindly let me know so that I can do the needful Thanks Amber lite Inc Sundeep
>
>
> ________________________________

This is Exhibit ....F.... referred to in the

affidavit of Sundeep Bhargava

sworn before me, this 12th

day of November 19 2015

....

A COMMISSIONER FOR TAKING AFFIDAVITS

Jennifer Wu

From:	AmberLite Yahoo <amberliteinc@yahoo.com>
Sent:	November-11-15 4:10 PM
To:	Jennifer Wu
Subject:	Fwd: Letter of account of Machinery and payment schedule
Attachments:	Letter to David Lai.docx; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

> **From:** Amberliteinc@yahoo.com
> **Date:** June 8, 2015 at 8:51:25 AM EDT
> **To:** David Lai <david.lai@rbc.com>
> **Subject: Letter of account of Machinery and payment schedule**
>
> Hi Mr David
>
> I am sending you Letter of account of Machinery and payment schedule and I will be bring you the rest of my documents with me I kindly request you that I have a trial date in court at 10:30 am this morning and I will have my laywer speak to you because he called me Friday at 6:30 pm to let me know that I had to be in Brampton Court at 10:30 am and I will be seeing you after once I finish sorry for that that it came on last moment after taking to you on Friday regards Sunny

Monday June 8, 2015

Amber Lite Inc
50 Leading Road
Toronto, ON M9V 4B5

To: Royal Bank Of Canada
20 King Street West
9th floor, Toronto ON M5H1C4

Kind Attn: Mr. David Lai

List of Machinery as under 2213240 Ontario Inc.
2 No Conware Belt Machine and Assembly Line
2 No Sand Grinder Machine
1 No Multiple Sand Grinder Machine
! No Hand Press Drill Machine Big
1 No small Hand Press Drill Machine
2 No Assembly Table
2 No Rivet Machine Foot Press
1 No Power Press Machine

127 West More Drive Unit 109 Etobicoke / Market Value 425,000.00
50 Leading Road Unit 2 Etobicoke / Market Value 475,000.00

RBC Loan Amber Lighting Limited / Loan is 450,000.00 the balance after the sale will be transferred to Amber Lite Inc. towards the Line of Credit and balance 150,000.00 I Am selling my property to pay of the Balance loan to clear Amber Lite Inc.

2213240 Ontario Inc. secured Loan and balance payment of line and term loan arranging money to pay from arranging funds from my father in India

If you have any further questions, kindly contact me at 416-826-2962

With best regards,

Sundeep Bhargava

Appendix 4

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 5

Lerners LLP
130 Adelaide Street West, Suite 2400
Toronto, Ontario M5H 3P5
Telephone: 416.867.3076
Facsimile: 416.867.9192
www.lerners.ca

LERNERS

LAWYERS

Domenico N. Magisano
Direct Line: 416.601.4121
Direct Fax: 416.601.4123
dmagisano@lerners.ca

November 19, 2015

FILE NO.: 87554-00007

VIA-E-MAIL: klaiman@klaimanedmonds.com
jwu@klaimanedmonds.com

Mr. Mark Klaiman and
Ms. Jennifer Wu
Klaiman Edmonds LLP
60 Yonge Street
Suite 1000
Toronto, ON M5E 1H5

Dear Mark and Jennifer:

Re: Receivership of Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc. (the "Debtors")
Court File No: CV-15-11072-00CL

We are in receipt of your client's request that we negotiate a suitable non-disclosure agreement so that he may review the appraisals obtained by the Receiver. While we are under no obligation to do so, we are considering the request and will agree to same providing that the Receiver is comfortable it will not prejudice the existing sales process.

In the interim, we have now had an opportunity to review the offers that formed part of Mr. Bhargava's affidavit sworn November 12, 2015 (the "**Bhargava Affidavit**") and delivered to us in the courtroom prior to arguing the Receiver's motion that day. In reviewing Mr. Bhargava's affidavit (and specifically the offers that were included therein), the Receiver has some questions and concerns regarding the offers.

As you are aware, Amber Lighting Limited ("**Amber Lighting**") owned a commercial condominium at 127 Westmore Drive, Unit 109, Toronto, Ontario (the "**Westmore Property**") and another commercial condominium at 50 Leading Rd, Unit 2, Toronto, Ontario (the "**Leading Property**"). In June 2015 (prior to the Receiver's appointment), Amber Lighting entered into a listing agreement with HomeLife/United Realty Inc. ("**HomeLife**") for the sale of the Westmore Property and a separate listing agreement with Century 21 Leaders Realty Ltd. ("**Century 21**") for the sale of the Leading Property.

In reviewing the agreements of purchase and sale in the Bhargava Affidavit, as they relate to the Westmore Property, the Receiver noted that:

1. Both offers for the Westmore Property predated the listing agreement with HomeLife. However, both offers list HomeLife as the listing broker. HomeLife's records indicate that prior to June 2015 it did not have a listing agreement for the Westmore Property;

2. When the Receiver contacted the current HomeLife agent about the two offers, he was unaware that they even existed which seems odd given that the same broker office is purportedly the listing agent; and

3. Neither offer for the Westmore Property listed a cooperating/buyer's agent and does not provide contact information for the buyers personally.

In reviewing the agreements of purchase and sale in the Bhargava Affidavit as they relate to the Leading Property, the Receiver noted that:

1. Three of the four offers for the Leading Property predate the June 2015 listing agreements mentioned above;

2. Those same three offers list HomeLife as the listing agent which was surprising to the Receiver as HomeLife had never listed the Leading Property. The Receiver contacted the current HomeLife agent regarding these three offers and he was surprised to hear that Amber Lighting owned a property other than the Westmore Property, much less that his office was presented as the listing agent for the Leading Property; and

3. The most recent offer (listing Sukhwinder Kaur Arora in Trust as the purchaser) is dated November 11, 2015 and lists Century 21 as the listing agent and proposes a purchase price of $350,000. This offer is significantly less than the current listing price of $468,000 and is also less than the amended listing price approved by the court on November 12, 2015.

We require your client's explanation to the issues noted above. Most importantly, we need to understand: (i) how Mr. Bhargava came into possession of these offers; (ii) why these offers were not presented to the Receiver before serving the Bhargava Affidavit on November 12th; (iii) why neither Century 21 or HomeLife have any record of any of the offers contained in the Bhargava Affidavit (save for perhaps the offer made on November 11, 2015); and (iv) why three of the four offers for the Leading Property state that HomeLife was the listing agent for the Leading Property.

Finally, we note that your client has yet to deliver (or advise as to the location of) the Debtors' equipment to the Receiver. The Receiver is still missing the following equipment and requires your client's cooperation in obtaining this equipment forthwith:

- 1 pallet wrapper;
- keys and charger unit for the skyjack unit delivered on November 12, 2015;
- 2 rivet machine foot presses;
- 1 power press machine; and
- 1 laser drill machine.

Please note this is not an exhaustive list of missing equipment, but rather a preliminary list of equipment that the Receiver knows to be missing. Pursuant to the Order appointing the Receiver, your client is required to disclose and provide access to all property, assets and undertaking of the Debtors, not just the equipment that the Receiver knows to be missing.

We look forward to your responses to the foregoing and your client's delivery of all property, assets and undertaking of the Debtor to the Receiver forthwith. Please note that on November 24, 2015, the Receiver will be adjusting the price of both the Westmore Property and the Leading Property in accordance with the terms of the Order granted on November 12, 2015. We suggest that if your client has any material information that could affect the price adjustment contemplated by the November 12, 2015 Order, that information be provided by noon on November 24, 2015

Yours truly,

Domenico N. Magisano

DNM/mg

cc: Client

Appendix 6

OFFER TO LEASE

To 2213241 Ontario Inc. hereafter called (Landlord)
I/We New Jerusalem Church of God hereafter called (Tenant),
having inspected the premises, or Plans hereby offer to lease through VANGUARD REALTY BROKERAGE CORP. the premises known as **50 Leading Road , Unit 2 , Ontario**. Which consists of approximately **1700** square foot main floor plus **1536 square foot mezzanine** for a term of **3** years from ~~April 18, 2014~~ to April 27, 2017.

TENANT HD APRIL 28, 2014 (L) LANDLORD

The Rent Schedule shall be payable as follows;

		NET RENT
Year 1	$33,600 / yr	$2,800.00 / mth
Year 2	$33,600 / yr	$2,800.00 / mth
Year 3	$33,600 / yr	$2,800.00 / mth

Payable on the first day of each and every month of the said term.

Deposit Calculation

	First & Last	$5,600.00	
		$0.00	
	SubTotal	$5,600.00	
	HST		HST
Security Deposit Equal to			
	TOTAL	$5,600.00	**TOTAL**

The Tenant shall deliver a certified cheque for $ **5,600.00** payable to :

Vanguard Realty Brokerage Corp. to be deposited and held in trust without interest as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this offer If the offer is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purpose of this offer, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this offer. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this offer, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit. The Tenant shall provide post-dated cheques prior to occupancy for one (1) year and at each anniversary of the lease.

TENANT HD 12 POST DATED CHEQUES (L) LANDLORD

Premises to be used ONLY for Place of worship

It is understood that there are no representations, covenants, agreements, warranties, or conditions in any way relating to the subject matter of this Offer, whether expressed or implied, collateral or otherwise, except those set forth herein. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms hereof. This Agreement shall be read with such changes of gender or number as may be required by the context. Time shall be of the essence in all matters of this agreement.

SEE SCHEDULES "A", AND "B" ATTACHED HERETO AND FORMING PART OF THIS OFFER TO LEASE AND MUST BE INITIALLED BY BOTH PARTIES.

TENANT HD

This Offer may be executed in one or more counterparts, each of which so executed shall constitute an original null and void.

SIGNED, SEALED AND DELIVERED } **New Jerusalem Church of God**
In the presence of }
}

X [signature] SEAL 04/18/2014

Witness — Tenant's signature — Date
I have authority to bind corporation

We the undersigned below hereby acknowledge and agree to the above and shall be personally and severely bound to all the terms and conditions of this agreement.

Guarantors Names: Joubert Duprat X Joubert Duprat 04/18/2014 Date

ADDRESS & PHONE REQUIRED Gasperd Gentils X Gaspard Gentils 04/13/2014 Date

Mirville Dor X Mirville Dor 04/13/2014 Date

Larousse Adam X Larousse Adam 04/18/2014 Date

SIGNED, SEALED AND DELIVERED } **2213241 Ontario Inc.**
In the presence of }
}

[signature] SEAL 16th April 2014

Witness — Landlord's signature, — Date
I have authority to bind corporation

ONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Offer to Lease with all hanges both typed and written was finally executed by all parties at

1 05 pm this 16th day of April , 2014
(Time)

[signature]
(Signature of Landlord / ~~Tenant~~)

TO BE READ WITH AND FORM A PART OF THIS OFFER TO LEASE BETWEEN:

2213241 Ontario Inc. (Landlord)

AND

New Jerusalem Church of God (Tenant)

SIGNING OF LEASE

The Lease shall be drawn by Landlord, delivered to the Tenant within seven (7) days of final acceptance and executed by both parties forthwith. The Lease shall be executed by the Tenant within fifteen (15) days of delivery of the same by the Landlord and in any event prior to occupancy of the Leased Premises by the Tenant, failing which, the Landlord may chose to use this Offer to Lease as the Lease. It is understood that the Lease shall be drawn on the Landlord's standard form. Any changes requested by the Tenant or its solicitor will be subject to the Landlord and its solicitors approval, both parties acting reasonably. The Lease may not conflict with any of the provisions of the Offer, but may deal in greater detail with the matters dealt with herein as well as other matters normally dealt with in industrial/commercial leases.

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Rent to include water consumption costs.

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The Tenant, when not in default, shall have the right to renew for a further period of (3) three years under the same terms and conditions save as to further renewal and save as to the rental rate which shall be at the then current rate for similar premises in a similar area. The Tenant shall notify the Landlord in writing at least one hundred and eighty (180) days prior to the expiration of the Lease term.

TO BE READ WITH AND FORM A PART OF THIS OFFER TO LEASE BETWEEN:

AND 2213241 Ontario Inc. (Landlord)

New Jerusalem Church of God (Tenant)

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The Tenant, when not in default shall have the right to sublet the demised premises in whole or in part at any time or times during the Lease term or renewal thereof provided it has the Landlord's prior written consent, which consent is not to be unreasonably or arbitrarily withheld or delayed.

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The Landlord and Tenant acknowledge that Brokerage(s) herein has/have recommended that any expert, technical, legal or tax advice sought should be obtained through other or third party independent sources. The Landlord and Tenant further acknowledge that statements and information provided by Brokerage(s) is/are based upon information furnished by sources which are deemed to be reliable and which are believed to be correct. The Brokerage(s) has/have not verified the statements and information and assumes no responsibility for their accuracy and they should not be construed as expert, technical, legal or tax advice.

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The Tenant agrees to provide credit information to the Landlord within two (2) days of final acceptance. This Offer shall be conditional for a period of seven (7) days following final acceptance on the Landlord being satisfied at its sole and absolute discretion with the Tenant's covenant, failing which by notice in writing the Landlord may terminate this Offer to Lease Agreement and the Tenant's deposit shall be returned forthwith without interest or deduction.

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The Landlord hereby covenants to the Tenant that to the best of its knowledge the premises are in compliance in all material respects to established government guidelines in existence at the time of construction of any materials or substances deemed to be dangerous or hazardous as defined under Federal, Provincial or Municipal environment health and safety laws.

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AND	New Jerusalem Church of God	(Tenant)

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As is.

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TENANT MD 2%

[redacted]

INITIALS OF LANDLORD(S)

VANGUARD REALTY BROKERAGE CORP

MD

INITIALS OF TENANT(S)

$12.70HR
uphlstr.

Larousse Adam

>647.852-9658

~~13/HR~~
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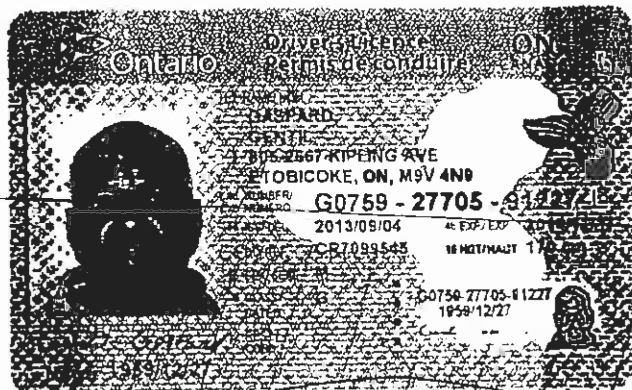
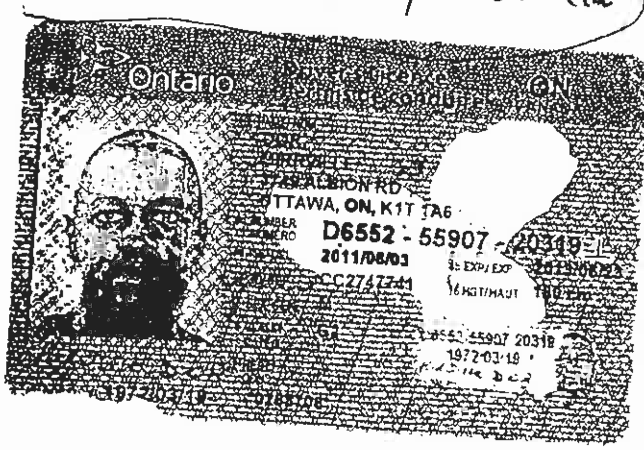


647-710-580

Mirvilledoz@ymail.com

Mirvilledoz@ymail.



$13/HR
F.T
Painter

$30,000

416-910-7636

Appendix 7

LERNERS
LAWYERS

Lerners LLP
130 Adelaide Street West, Suite 2400
Toronto, Ontario M5H 3P5
Telephone: 416.867.3076
Facsimile: 416.867.9192
www.lerners.ca

Domenico Magisano
Direct Line: 416.601.4121
Direct Fax: 416.601.4123
dmagisano@lerners.ca

December 18, 2015

FILE NUMBER 87554-00007

VIA E-MAIL: joubertduprat@rocketmail.com
REGISTERED MAIL AND COURIER

New Jerusalem Church of God
Unit 2 - 50 Leading Road
Etobicoke, Ontario
M9V 4B5

Dear Sirs/Mesdames:

Re: Receivership of Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.

As you are aware, we are counsel to Grant Thornton Limited in its capacity as court appointed Receiver (the "**Receiver**") of the assets, undertakings and property of Amber Lite Inc. ("**Amber Inc.**"), Amber Lighting Limited ("**Amber Limited**") and 2213240 Ontario Inc. ("**240**" and together with Amber Inc. and Amber Limited are the "**Debtors**"). You are currently operating from a commercial condominium municipally known as Unit 2- 50 Leading Road, Etobicoke, Ontario (the "**Premises**") and owned by Amber Limited.

On October 8, 2015 I wrote to you and advised that the Receiver had discovered a purported lease for the Premises between you as tenant and 2213241 Ontario Inc. ("**241**") as landlord (the "**Lease**"). A copy of my October 8, 2015 letter (without attachments) is attached hereto for ease of reference.

As noted in the October 8, 2015 letter, while the Lease purports to be for the Premises, it does not list the owner of the Premises as the Landlord. Notwithstanding the inconsistencies within the Lease and without expressing an opinion on the validity of the Lease, the Receiver permitted you to remain in the Premises providing certain conditions were met. While I did not receive a response, I understand that you have remained at the Premises pursuant to the terms contained in my October 8, 2015 letter.

We have now received a copy of an Offer to Lease for the Premises between you as tenant and 241 as landlord (the "**Offer to Lease**"). The Offer to Lease (copy attached) provides, among other things, that you as tenant have three (3) business days to submit an offer to purchase the Premises on the same terms as an offer received by the landlord (the "**First Refusal Right**").

Much like in the Lease, the Offer to Lease lists 241 as landlord and they do not own the Premises. Further, while the landlord under the Offer to Lease and the Lease do not have the ability to sell the Premises, the Receiver does and in its capacity as Receiver of Amber Limited (i.e. the owner of the Premises) it has received an agreement of purchase and sale that it is prepared to accept.

As the Offer to Lease is incorporated by reference into the Lease, the Receiver maintains its concerns regarding the validity of both documents and by extension, the First Refusal Right. Notwithstanding, the Receiver is prepared to provide you with three (3) business days to submit an offer to purchase the Premises. In order to maintain the integrity of the sales process we are not at liberty to disclose the offer received; however, we can advise that for the Receiver to even consider a competing offer it must be: (1) free of conditions; and (2) be for a sale price not less than the current list price of $380,000.

Please accept this letter as your opportunity to submit an offer to purchase within three business days. If we do not receive an offer from you that meets the two conditions above by noon on December 23, 2015, the Receiver will be proceeding with the other offer to purchase.

Yours Truly

Domenico N. Magisano

DNM/mg
encls.

cc client

3670796.1

Lerners LLP
130 Adelaide Street West, Suite 2400
Toronto, Ontario M5H 3P5
Telephone: 416.867.3076
Facsimile: 416.867.9192
www.lerners.ca

LERNERS

LAWYERS

Domenico Magisano
Direct Line: 416.601.4121
Direct Fax: 416.601.4123
dmagisano@lerners.ca

October 8, 2015

FILE NUMBER 87554-00007

VIA REGISTERED MAIL AND COURIER

New Jerusalem Church of God
Unit 2 - 50 Leading Road
Etobicoke, Ontario
M9V 4B5

Dear Sirs/Mesdames:

Re: Grant Thornton Limited and Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.

We are counsel to Grant Thornton Limited in its capacity as court appointed Receiver (the "**Receiver**") over the assets, undertakings and properties of Amber Lite Inc. ("**Amber Inc.**"), Amber Lighting Limited ("**Amber Limited**"), and 2213240 Ontario Inc. ("**240**" and together with Amber Inc. and Amber Limited are the "**Debtors**"). A copy of the Order dated September 2, 2015 appointing the Receiver (the "**Appointment Order**") is attached to this letter.

In the course of completing its review of the Debtors' books and records, the Receiver noted a purported lease dated April 28, 2014 (the "**Lease**") between you as tenant and 2213241 Ontario Inc. ("**241**") as landlord relating to a commercial condominium unit municipally known as Unit 2 – 50 Leading Road, Etobicoke, Ontario (the "**Premises**"). A copy of the Lease is also attached to this Letter.

The Receiver does not express any opinion on the validity of the Lease at this time, although we note that the registered owner of the Premises is not 240 (which is subject to the Appointment Order) or 241 (which is a company that does not appear to have interest in the Premises) but rather Amber Limited. Further, even if the Lease is valid, the Receiver expressly reserves its rights to terminate the Lease in accordance with the terms of the Appointment Order.

The Receiver is in the process of marketing and selling the Premises.

Notwithstanding the foregoing, the Receiver is prepared to permit you to remain in the Premises providing that the following conditions are met:

1. You must strictly comply with all obligations under the Lease (including, but not limited to, the payment of rent and utilities);

2. You will provide cooperation to the Receiver and comply with the third party obligations contained in the Appointment Order;

3. You must provide the Receiver and any of its agents (including, but not limited to, appraisers, real estate agents and other suppliers) with reasonable access to the Premises. The Receiver and its agents will provide reasonable notice where possible, but reserve the right to attend the Premises on little, or no notice if circumstances make this necessary;

4. You will comply with all of the condominium corporation rules, regulations and by-laws. To that end, the Receiver has been advised that you have been storing vehicles in the parking lot at the Premises which, according to the property manager, is a violation of the condominium by-laws. The property manager has provided us with a letter sent to Amber Limited in January 2015 regarding these infractions (a copy of which is attached). According to the property manager, the infractions have not been remedied. You must tend to this immediately; and

5. While there is a possibility that a purchaser of the Premises may wish you to remain as a tenant, it is not a prerequisite of any sale of the Premises. Accordingly, you will deliver up vacant possession of the Premises on thirty (30) days' notice from the Receiver. When delivering vacant possession to the Receiver you will ensure that the Premises is in a clean, broom swept condition and that any damage to the Premises has been repaired prior to vacating.

We require that you acknowledge the terms above by returning an executed copy of this letter to my attention via e-mail at dmagisano@lerners.ca or by fax at 416-601-4123. If we do not receive an executed copy of this letter by October 5, 2015, the Receiver will consider all remedies available to it at law and under the Appointment Order including, but not limited to, immediately terminating your occupancy of the Premises.

Yours Truly

Domenico N. Magisano

DNM/mg
Encls.

cc client

I have read this letter and acknowledge and agree to be bound by the terms contained therein.

NEW JERUSALEM CHURCH OF GOD

By: ______________________________

Name:

Title:

I have the authority to bind the Tenant

OFFER TO LEASE

To 2213241 Ontario Inc. hereafter called (Landlord)

I/We New Jerusalem Church of God hereafter called (Tenant),

having inspected the premises, or Plans hereby offer to lease through VANGUARD REALTY BROKERAGE CORP. the premises known as **50 Leading Road , Unit 2 , Ontario**. Which consists of approximately **1700** square foot main floor plus **1536 square foot mezzanine** for a term of **3** years from ~~April 18, 2014~~ to April 27, 2017.

TENANT (HD) APRIL 23, 2014 (?) LANDLORD

The Rent Schedule shall be payable as follows;

		NET RENT
Year 1	$33,600 / yr	$2,800.00 / mth
Year 2	$33,600 / yr	$2,800.00 / mth
Year 3	$33,600 / yr	$2,800.00 / mth

Payable on the first day of each and every month of the said term.

Deposit Calculation

	First & Last	$5,600.00	
		$0.00	
	SubTotal	$5,600.00	
	HST		HST
Security Deposit Equal to			
	TOTAL	$5,600.00	**TOTAL**

The Tenant shall deliver a certified cheque for $ **5,600.00** payable to :

Vanguard Realty Brokerage Corp. to be deposited and held in trust without interest as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this offer If the offer is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purpose of this offer, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this offer. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this offer, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit. <u>The Tenant shall provide post-dated cheques prior to occupancy for one (1) year and at each anniversary of the lease.</u> TENANT (HD) 12 POST DATED CHEQUES (?) LANDLORD

Premises to be used <u>ONLY</u> for Place of worship

It is understood that there are no representations, covenants, agreements, warranties, or conditions in any way relating to the subject matter of this Offer, whether expressed or implied, collateral or otherwise, except those set forth herein. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms hereof. This Agreement shall be read with such changes of gender or number as may be required by the context. Time shall be of the essence in all matters of this agreement.

SEE SCHEDULES "A", AND "B" ATTACHED HERETO AND FORMING PART OF THIS OFFER TO LEASE AND MUST BE INITIALLED BY BOTH PARTIES.

TENANT (HD)

This Offer may be executed in one or more counterparts, each of which so executed shall constitute an original null and void.

SIGNED, SEALED AND DELIVERED) **New Jerusalem Church of God**
In the presence of)
)

X [signature] SEAL 04/18/2014

Witness Tenant's signature Date
I have authority to bind corporation

We the undersigned below hereby acknowledge and agree to the above and shall be personally and severely bound to all the terms and conditions of this agreement.

Guarantors Names: Joubert Duprat X Joubert Duprat 04/18/2014 Date

ADDRESS & PHONE REQUIRED

Gasperd Gentils X Gasperd Gentils 04/13/2014 Date

Mirville Dor X Mirville Dor 04/17/2014 Date

Larousse Adam X Larousse Adam 04/18/2014 Date

SIGNED, SEALED AND DELIVERED) **2213241 Ontario Inc.**
In the presence of)
)

[signature] SEAL 16th April 2014

Witness Landlord's signature, Date
I have authority to bind corporation

ONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Offer to Lease with all hanges both typed and written was finally executed by all parties at

1 05 pm this 16th day of April , 2014 [signature]
(Time) (Signature of Landlord / ~~Tenant~~)

[signature] X

INITIALS OF LANDLORD(S) VANGUARD REALTY BROKERAGE CORP INITIALS OF TENANT(S)

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AND

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AND	New Jerusalem Church of God	(Tenant)

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TENANT MD 2/.

[redacted]

INITIALS OF LANDLORD(S)

VANGUARD REALTY BROKERAGE CORP

MD

INITIALS OF TENANT(S)

$ 12.70/HR
uphlster

Larousse Adam

>647 852-9658

~~13/HR~~
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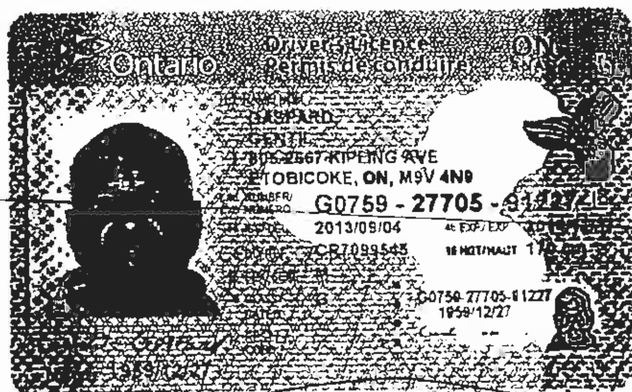
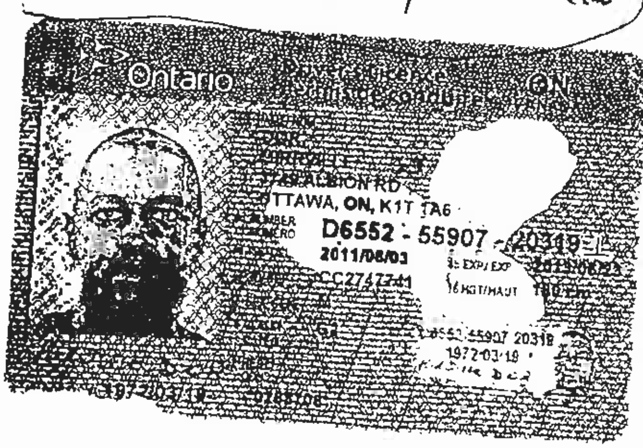

Ontario Driver's Licence Permis de conduire ON
GASPARD
GENTIL
1705-2567 KIPLING AVE
ETOBICOKE, ON, M9V 4N9
G0759 - 27705 - 91227
2013/09/04
CR7099545
G0759-27705-91227
1959/12/27

> 647-710-580[illegible]

Mirvilledor@ymail.com

Mirvilledor@ymail.

$ 13/HR
F.T painter


Ontario Driver's Licence Permis de conduire ON
ALBION RD
OTTAWA, ON, K1T 1A6
D6552 - 55907 - 20319
2011/06/03
CC2747741
1972/03/19

$30,000

> 416-910-7636

Appendix 8

Gst # 854824653 RT0001

Tony Supply on Demand Inc.

3441 Sanderling Crescent
Mississauga, ON L5L 3P4
Phone: 905 580 6680

RESIDENTIAL

Bill to: 2213240 Ontario Inc
87 Caster Avenue
Woodbridge, ON L4L 5Z2

Date: November 17th, 2010
Invoice #: 0786

Model #	Description	QTY	Price (CAD $.)	Amount (CAD $.)
NFANFN2006	Rivet LZ Machine 120V	2	14, 600.00	29, 200.00
NAZM24ACQ	12M Conveyer Assembly Line Machine 224V/120V	2	63500.00	127,000.00
NSAHPK60SC	Skid rapping machine 120V	1	28,500.00	28,500.00
16221-1	Laser Drill LZ Machine 120V	2	25,900.00	51,800.00
	Sky Jack Machine	1	27950.00	27,950.00

more information required contract or a breakdown of what is actually invoiced for $298,828.50

Cheque Deposit Received for: $128, 000.00
Cheque #: 0003 Dated: November 17th, 2010

Total	264,450.00
HST	34,378.50
Freight	00.00
Total Amount	298,828.50
Deposit:	128,000.00
New Total:	170,828.50

Chq received as Deposit

r/o/c effected

HST/GST no Required - not your concern

Appendix 9

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 September 2, 2015 to December 31, 2015, in the total amount of $48,196.49, 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 13th day of January, 2016	)))))))	
Commissioner for Taking Affidavits, etc.		Jacob Wiebe

Faddie-Ann Lakeram, a Commissioner, etc., Province of Ontario, for Grant Thornton Limited, Trustee in Bankruptcy. Expires May 5, 2017.

Exhibit "A" to the Affidavit of Jacob Wiebe, sworn before me this 13th day of January, 2015.

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram, a Commissioner, etc.,
Province of Ontario, for Grant Thornton Limited,
Trustee in Bankruptcy. Expires May 5, 2017.

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-1696

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 September 2, 2015 to September 30, 2015.

Date	Description	Hours
September 2, 2015	<u>**Jan Oros**</u>	
	• Prepare door notices; Arrange for platinum to attend to change locks; Attend at both locations to secure premises; Speak with tenants regarding receivership; Calls with debtor; Take photos of church property; Calls with bank and J. Wiebe.	3.00 hours
September 3, 2015	<u>**Jake Wiebe**</u>	
	• Call with J. Oros re: planning for taking possession; Call with counsel and Bank re: same.	1.90 hours

September 3, 2015	**Jan Oros**		
	•	Discuss file with J. Wiebe, bank and bank's counsel; Calls with debtor; Calls with church tenant requesting access; Request insurance quotation.	1.50 hours
September 4, 2015	**Jake Wiebe**		
	•	Review and sign appraisal contract; Discussion with J. Oros re: Church lease and condo corp. status certificates.	1.80 hours
September 4, 2015	**Jan Oros**		
	•	Attend onsite to meet church and turn over key for future access; Meet with platinum regarding securing inventory and access to that portion of the premises; Contact property managers for the condos to determine status of condo fees; Follow up with insurance; Follow up on equipment lists; Calls with J. Wiebe to discuss file.	2.00 hours
September 8, 2015	**Jake Wiebe**		
	•	Review emails from J. Oros re: identification of assets and related premises.	0.40 hours
September 8, 2015	**Jan Oros**		
	•	Finalize coverage for insurance; Arrange site access for appraiser; Send debtor email for access to equipment; Review info; Correspond with realtor; Discuss file with J. Wiebe.	1.50 hours
September 9, 2015	**Samatha Zive**		
	•	Corp record for Contour Metal Products requested by R. Erian.	0.25 hours
September 9, 2015	**Jake Wiebe**		
	•	Instructions to J. Oros.	0.40 hours
September 9, 2015	**Jan Oros**		
	•	Send request to debtor for books and records; follow up with condo corp at 50 Leading; Calls with Platinum to discuss action plan.	0.50 hours
September 10, 2015	**Jan Oros**		
	•	Follow up call/text with debtor, review file.	0.20 hours

September 11, 2015	**Jan Oros**	
	• Prepare 245 notices for the 3 companies in receivership; Setup ascend file.	1.65 hours
September 14, 2015	**Jake Wiebe**	
	• Review 245 notices; Call with J. Oros re: update on status of file; Prepare summary for RBC and counsel.	2.10 hours
September 14, 2015	**Jan Oros**	
	• Follow up with tenants regarding past rents paid; Review correspondence from condo corp.	0.50 hours
September 15, 2015	**Jan Oros**	
	• Provide summary details to J. Wiebe to advise client of status; Review appraisal prepared for 50 Leading.	0.50 hours
September 16, 2015	**Jake Wiebe**	
	• Review and finalize 245 notices for all three companies; Review real estate appraisal.	1.60 hours
September 16, 2015	**Jan Oros**	
	• Follow up with appraiser with various questions regarding his appraisal; Discuss same with J. Wiebe.	0.85 hours
September 18, 2015	**Jan Oros**	
	• Review info provided by tenant regarding past cheques cashed; Discuss file with J. Wiebe; Forward information to Receiver's counsel.	0.35 hours
September 21, 2015	**Jake Wiebe**	
	• Prepare update and send to Bank and counsel; Attend conference call with Bank and counsel; Instructions to team.	2.60 hours
September 21, 2015	**Jan Oros**	
	• Conference call with the bank, counsel; J. Wiebe to discuss action plan; request searches to be prepared; Forward info to counsel; Call with realtor for 50 Leading.	0.95 hours
September 22, 2015	**Jan Oros**	
	• Review emails, return call to realtor.	0.15 hours

September 23, 2015	**Jan Oros**	
	• Call/email with J. Wiebe re: real estate & inventory.	0.50 hours
September 24, 2015	**Jan Oros**	
	• Calls/emails with agents for real estate listing; Calls with J. Wiebe.	0.85 hours
September 25, 2015	**Jan Oros**	
	• Emails to counsel; Emails to condo board; Email to debtor regarding purchase of inventory.	0.60 hours
September 28, 2015	**Jan Oros**	
	• Review and comment on Platinum invoice; Call with tenant of 50 Leading Road, Unit 2; Call with church tenant.	0.50 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	10.80	hours @	$	495.00	per hour	$	5,346.00
J. Oros, Manager	16.10	hours @	$	243.00	per hour	$	3,912.30
S. Zive, Sr. Associate	0.25	hours @	$	160.00	per hour	$	40.00
	27.15					$	9,298.30
5% Technology and Administration						$	464.92
						$	9,763.22
Disbursements							
Mail Redirection						$	155.95
Travel						$	66.82
						$	222.77
Total Time and Disbursements						$	9,985.99
HST						$	1,298.18
Total Invoice Due						**$**	**11,284.16**

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-1734

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, 2015 to October 31, 2015.

Date	Description	Hours
October 1, 2015	**Jan Oros**	
	• Calls/emails with realtors; Review letters for tenants from counsel; Advise R. Wilford on rent collected.	0.75 hours
October 1, 2015	**Rosa Wilford**	
	• Correspondences, follow instructions, setup new bank account for Amber Lighting, letter, ascend, bank slip deposit, posting entries, invoice, preparation of cheques, efile and general banking administration.	2.00 hours
October 1, 2015	**Valerie Naccarato**	
	• General banking administration.	0.10 hours

October 2, 2015	**<u>Jake Wiebe</u>**	
	• Conference call with listing agents re: recommended listing prices and sales comparables.	1.10 hours
October 2, 2015	**<u>Jan Oros</u>**	
	• Call with both realtors and J. Wiebe to discuss sales plan/options for the 2 properties.	0.50 hours
October 2, 2015	**<u>Rosa Wilford</u>**	
	• Correspondences, follow instructions, setup new bank accounts for Amber Lite and 2213240 Ontario, letters, ascend, bank slip deposits, posting entries, invoices, transfers, preparation of cheques, efile, scan, save and general banking administration.	3.50 hours
October 2, 2015	**<u>Valerie Naccarato</u>**	
	• General banking administration.	0.10 hours
October 5, 2015	**<u>Jake Wiebe</u>**	
	• Calls with listing agents to discuss sales activity and pricing.	0.80 hours
October 5, 2015	**<u>Jan Oros</u>**	
	• Review feedback from realtors; Call from CRA requesting trust exam; Request RBC to provide bank statements and cancelled cheques.	0.40 hours
October 6, 2015	**<u>Jake Wiebe</u>**	
	• Prepare summary of comparable listings and sales received from listing agents; Request call with appraiser to discuss appraisals assumptions.	2.40 hours
October 6, 2015	**<u>Jan Oros</u>**	
	• Call with J. Wiebe to discuss listing proposals from realtors; Discuss letter to tenants prepared by counsel; Calls/emails with both tenants; Calls/emails with realtor for Westmore property.	1.00 hours
October 7, 2015	**<u>Jan Oros</u>**	
	• Call with counsel to discuss tenant letters; Call with realtors.	0.50 hours

October 7, 2015	**Rosa Wilford**		
	•	General banking administration.	0.50 hours
October 8, 2015	**Jake Wiebe**		
	•	Review appraisals and summary provided by listing agents; Call with appraiser.	1.10 hours
October 8, 2015	**Jan Oros**		
	•	Calls with J. Wiebe, appraiser, realtor to discuss sale of property; Review letters from counsel.	0.50 hours
October 9, 2015	**Jan Oros**		
	•	Review and respond to emails from realtors; Meeting with tenant at 50 Leading Road and collect rent from him and go over letter from counsel and review other documents provided.	0.75 hours
October 13, 2015	**Jake Wiebe**		
	•	Review amended appraisal and update real estate listing summary.	0.90 hours
October 13, 2015	**Jan Oros**		
	•	Review bank statements and cancelled cheques to determine if any transactions to be reviewed further; Review emails from counsel.	0.50 hours
October 13, 2015	**Rosa Wilford**		
	•	Deposit and general banking administration.	0.25 hours
October 13, 2015	**Valerie Naccarato**		
	•	General banking administration.	0.10 hours
October 14, 2015	**Jake Wiebe**		
	•	Prepare for and attend call with Bank and counsel re: update on Amber matter; Call with Receiver counsel re: same.	2.30 hours
October 14, 2015	**Jan Oros**		
	•	Conference call with J. Wiebe, RBC and their counsel to discuss funding of expenses, property selling prices, file issues, general update.	1.65 hours

October 14, 2015	**Rosa Wilford**	
	• Correspondence, posting entries and general banking administration.	0.20 hours
October 14, 2015	**Valerie Naccarato**	
	• General banking administration.	0.10 hours
October 15, 2015	**Jake Wiebe**	
	• Setting up surveillance on Sunny to locate missing assets; Review counsel's draft of letter to condo corp re: condo fee arrears and to Sunny's counsel re: lack of cooperation.	1.10 hours
October 15, 2015	**Jan Oros**	
	• Calls with counsel; Call with private investigator to discuss costing; Provide info and details to J. Wiebe; Email response to tenant at Westmore property.	0.75 hours
October 15, 2015	**Rosa Wilford**	
	• General banking administration.	0.20 hours
October 16, 2015	**Jan Oros**	
	• Review emails from counsel; Contact private investigator to engage for his services.	0.35 hours
October 16, 2015	**Rosa Wilford**	
	• Correspondence, disbursement and general banking administration.	0.25 hours
October 19, 2015	**Jake Wiebe**	
	• Discussion with Bank re: funding for receivership costs. Send information related to Sunny to private investigator.	0.60 hours
October 20, 2015	**Jake Wiebe**	
	• Emails to J. Oros, Bank and Surveillance company re: location of Sunny; Emails to Counsel re: court date for approval to change listing prices.	0.40 hours
October 20, 2015	**Jan Oros**	
	• Review emails from counsel; Review emails from investigator; call with debtor's wife.	0.25 hours

October 21, 2015	**Jake Wiebe**	
	• Review email from J. Oros and A. Moskowitz re: sale of inventory; Review and reply to email from counsel re: adjusting listing prices for properties.	0.30 hours
October 21, 2015	**Jan Oros**	
	• Review emails from counsel, review emails from investigator; Call with debtor.	0.35 hours
October 21, 2015	**Rosa Wilford**	
	• Scan and save documents on server.	0.25 hours
October 22, 2015	**Jan Oros**	
	• Review emails from counsel; Review emails from investigator; Review email from appraiser regarding sale of inventory.	0.25 hours
October 23, 2015	**Jan Oros**	
	• Review emails from counsel; review emails from investigator.	0.20 hours
October 26, 2015	**Jake Wiebe**	
	• Draft report to court.	1.30 hours
October 26, 2015	**Jan Oros**	
	• Respond to counsel's email regarding court hearing date; Respond to realtors inquiry.	0.15 hours
October 26, 2015	**Rosa Wilford**	
	• Follow instructions from team, disbursements, correspondences and general banking administration.	0.40 hours
October 27, 2015	**Jake Wiebe**	
	• Draft First Report to Court; Correspondence with counsel.	2.10 hours
October 27, 2015	**Rosa Wilford**	
	• Scan and save documents on server.	0.20 hours
October 29, 2015	**Jake Wiebe**	
	• Prepare draft report to court.	4.40 hours

October 29, 2015	**Jan Oros**	
	• View draft of 1st report of Receiver and provide comments; Review and respond to emails.	0.60 hours
October 30, 2015	**Jake Wiebe**	
	• Discussion with counsel re: report to court; Obtain and review documents from Bank re: 221 equipment.	2.10 hours
October 30, 2015	**Jan Oros**	
	• Discuss file and 1st draft report with J. Wiebe.	0.20 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	20.90	hours @	$	495.00	per hour	$	10,345.50
J. Oros, Manager	9.65	hours @	$	243.00	per hour	$	2,344.95
R. Wilford, Manager	7.75	hours @	$	202.50	per hour	$	1,569.39
V. Naccarato, Analyst	0.40	hours @	$	108.00	per hour	$	43.20
	38.70					$	14,303.04
5% Technology and Administration						$	715.15
						$	15,018.19
Disbursements							
Postage						$	31.35
Travel						$	16.09
						$	47.44
Total Time and Disbursements						$	15,065.63
HST						$	1,958.53
Total Invoice Due						**$**	**17,024.16**

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-1833

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, 2015 to November 30, 2015.

Date	Description	Hours
November 2, 2015	**Jake Wiebe**	
	• Finalize report to court.	4.20 hours
November 3, 2015	**Jake Wiebe**	
	• Review Notice of Motion and Draft Order; Sign Receiver's report.	1.20 hours
November 3, 2015	**Valerie Naccarato**	
	• General banking administration.	0.10 hours

November 4, 2015	**Rosa Wilford**		
	•	Save documents on server, entries and general banking administration.	0.40 hours
November 5, 2015	**Jan Oros**		
	•	Review emails from counsel and respond, review emails from appraiser, discuss file with J. Wiebe.	0.50 hours
November 9, 2015	**Jake Wiebe**		
	•	Discussion re: court attendance with counsel.	0.20 hours
November 9, 2015	**Jan Oros**		
	•	Calls/emails with debtor; calls with second meeting holder.	0.50 hours
November 10, 2015	**Jake Wiebe**		
	•	Review emails re: Sunny delivery of equipment; call with counsel re: same; Call with J. Oros with instructions re: receipt of equipment and private investigators following Sunny to location of equipment; Email to property manager with instructions to review equipment listing with Sunny when equipment is delivered.	1.20 hours
November 10, 2015	**Jan Oros**		
	•	Call with debtor, call with property manager to arrange access to 50 Leading Road; Review email from counsel.	0.40 hours
November 10, 2015	**Rosa Wilford**		
	•	Follow instructions from team, receipt, posting entries and general banking administration.	0.25 hours
November 10, 2015	**Valerie Naccarato**		
	•	General banking administration.	0.10 hours
November 11, 2015	**Jan Oros**		
	•	Co-ordination of return of books and records and assets from debtor; Call/emails with platinum; Emails with debtor and counsel.	2.00 hours

November 12, 2015	**Jan Oros**		
	•	Co-ordination of return of books and records and assets from debtor; call/emails with platinum; Attend court for price recommendation reduction; Review emails from counsel.	2.35 hours
November 12, 2015	**Rosa Wilford**		
	•	Review account, disbursements and general banking administration.	0.25 hours
November 13, 2015	**Jake Wiebe**		
	•	Discussion with J. Oros and counsel re: offer presented by Sunny and strategy.	0.60 hours
November 13, 2015	**Jan Oros**		
	•	Review debtor affidavit and exhibits provided; contact realtors to discuss the old offers provided; Discuss with counsel; Discuss with J. Wiebe.	2.50 hours
November 13, 2015	**Rosa Wilford**		
	•	Scan and save documents on server.	0.20 hours
November 16, 2015	**Jake Wiebe**		
	•	Review responses from listing agents re: offers presented by Sunny.	0.30 hours
November 16, 2015	**Jan Oros**		
	•	Review emails from realtor; Review email from counsel; Call with counsel.	0.60 hours
November 16, 2015	**Rosa Wilford**		
	•	Scan and save documents on server.	0.25 hours
November 17, 2015	**Jan Oros**		
	•	Calls/emails with realtors, review emails from counsel.	0.50 hours
November 18, 2015	**Jake Wiebe**		
	•	Review counsel draft letter to Sunny's counsel re: offers presented by Sunny in Court; Disc with J. Oros re: status of listings and sale of inventory.	0.40 hours

November 18, 2015	**Jan Oros**	
	• Calls/emails with realtors, review emails from counsel.	0.50 hours
November 18, 2015	**Rosa Wilford**	
	• Follow instructions from team, receipt, posting entries, disbursements, email and general banking administration.	0.60 hours
November 18, 2015	**Valerie Naccarato**	
	• General banking administration.	0.10 hours
November 19, 2015	**Jake Wiebe**	
	• Review and sign statement of values for insurance policy.	0.20 hours
November 19, 2015	**Jan Oros**	
	• Calls/emails with realtors, review emails from counsel.	0.50 hours
November 19, 2015	**Rosa Wilford**	
	• Follow instructions from team, disbursements and general banking administration.	0.25 hours
November 20, 2015	**Rosa Wilford**	
	• Scan and save documents on server.	0.30 hours
November 23, 2015	**Jan Oros**	
	• Call/email with agent at 50 Leading, follow up with counsel.	0.20 hours
November 24, 2015	**Jan Oros**	
	• Calls/emails with J. Wiebe, counsel, realtor at 50 Leading regarding sale of unit, follow up with past interested parties to advise of pending new listing price.	0.50 hours
November 24, 2015	**Rosa Wilford**	
	• Follow instructions from team, prepare disbursements, cheque and general banking administration.	0.25 hours
November 25, 2015	**Jake Wiebe**	
	• Review and sign amendments to listing agreements for Westmore and Leading.	0.50 hours

November 25, 2015	**Rosa Wilford**	
	• Scan and save documents on server.	0.20 hours
November 26, 2015	**Jake Wiebe**	
	• Review offer and Receiver's Schedule B; Discussion with counsel re: same.	1.30 hours
November 26, 2015	**Jan Oros**	
	• Liaise with property manager and condo board management regarding inspection of unit fire systems, follow up calls with interested parties advising of new listing price, review offer received and advise counsel and J. Wiebe.	1.20 hours
November 27, 2015	**Jake Wiebe**	
	• Conference call with counsel re: offers on property.	0.80 hours
November 27, 2015	**Jan Oros**	
	• Follow up with counsel on info to 2nd mortgagee, follow up with realtor on possible 2nd offer, and respond to tenant at Westmore property.	0.30 hours
November 30, 2015	**Jan Oros**	
	• Call with realtor, review emails from counsel.	0.50 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	10.90	hours @	$ 495.00	per hour	$ 5,395.50
J. Oros, Manager	13.05	hours @	$ 243.00	per hour	$ 3,171.15
R. Wilford, Manager	2.95	hours @	$ 202.50	per hour	$ 597.38
V. Naccarato, Analyst	0.30	hours @	$ 108.00	per hour	$ 32.40
	27.20				$ 9,196.43
5% Technology and Administration					$ 459.82
					$ 9,656.25
Disbursements					
Courier					$ 13.60
Total Time and Disbursements					$ 9,669.85
HST					$ 1,257.08
Total Invoice Due					**$ 10,926.93**

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-1872

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, 2015 to December 31, 2015.

Date	Description	Hours
December 1, 2015	**Jake Wiebe**	
	• Conference call with counsel and RBC counsel re: Leading Road sale; Email correspondence with counsel re: same.	1.10 hours
December 1, 2015	**Jan Oros**	
	• Review emails from counsel, follow up with realtor.	0.15 hours
December 2, 2015	**Jake Wiebe**	
	• Calls and emails with counsel re: second mortgagor issues and potential offer; Review offer from second mortgagor and provide instructions to counsel for response; Discussion with listing agent re: third party offer.	1.30 hours

December 2, 2015	**Aaron Bongard**	
	• Internal correspondence with J. Oros, preparation of letter to City of Toronto to address stay of proceedings.	0.95 hours
December 2, 2015	**Jan Oros**	
	• Review emails from counsel, forward calls form realtor regarding APS received to J. Wiebe to discuss.	0.15 hours
December 3, 2015	**Jake Wiebe**	
	• Discussion with counsel re: offers; Review and sign back offer.	1.20 hours
December 3, 2015	**Jan Oros**	
	• Follow up with realtor regarding sign back of offer on unit, call with J. Wiebe.	0.20 hours
December 4, 2015	**Jake Wiebe**	
	• Review counter offer from buyer; Email correspondence with listing agent re: same.	0.40 hours
December 4, 2015	**Jan Oros**	
	• Follow up with real estate agent on 50 Leading, follow up with debtor and Platinum to take receipt of additional equipment.	0.50 hours
December 4, 2015	**Valerie Naccarato**	
	• Follow instructions; Prepare deposit slip, post entry and general banking administration.	0.30 hours
December 7, 2015	**Jake Wiebe**	
	• Call with listing agent re: rental agreement with purchaser; email with counsel re: same and drafting rental agreement.	0.80 hours
December 7, 2015	**Jan Oros**	
	• Review emails from counsel on purchase and sale of 50 Leading, calls/emails with platinum.	0.25 hours
December 8, 2015	**Jan Oros**	
	• Review emails from counsel, follow up with Platinum on receipt of equipment; Follow up with realtor.	0.25 hours

December 9, 2015	**Jake Wiebe**		
	•	Emails with listing agent re: form of offer; Review new offer from buyer and sign back with changes.	0.70 hours
December 9, 2015	**Jan Oros**		
	•	Follow up with Platinum on recovery of assets, follow up with real estate agent and tenant at Westmore property on feedback of new list price.	0.50 hours
December 9, 2015	**Rosa Wilford**		
	•	Follow instructions from team, review accounts, respond to queries, emails, disbursements, cheques, and general banking administration.	1.50 hours
December 10, 2015	**Jake Wiebe**		
	•	Review and sign final offer and send to listing agent with status certificate; Review Platinum Assets comments re: rivet machines and shrink tunnel delivered by Sunny and provide comments thereon to counsel.	0.90 hours
December 10, 2015	**Jan Oros**		
	•	Review emails from J. Wiebe & counsel, forward emails from realtor regarding Westmore property to J. Wiebe.	0.40 hours
December 10, 2015	**Rosa Wilford**		
	•	Follow instructions from team, receipts, posting entries, emails and general banking administration.	0.30 hours
December 11, 2015	**Rosa Wilford**		
	•	Scan and save documents on server.	0.30 hours
December 11, 2015	**Valerie Naccarato**		
	•	General banking administration.	0.10 hours
December 14, 2015	**Jake Wiebe**		
	•	Review and sign Authorization letter.	0.20 hours
December 14, 2015	**Jan Oros**		
	•	Review and respond to emails regarding sale of property.	0.50 hours

December 15, 2015	**Jake Wiebe**		
	•	Call from purchaser counsel re: leasee right of first refusal; review lease re: same and instructions to J. Oros re: same.	0.40 hours
December 15, 2015	**Jan Oros**		
	•	Review and respond to emails regarding sale of property.	0.50 hours
December 16, 2015	**Jake Wiebe**		
	•	Draft report to court.	3.80 hours
December 16, 2015	**Jan Oros**		
	•	Review and respond to emails regarding sale of property.	0.60 hours
December 17, 2015	**Jake Wiebe**		
	•	Discussion with purchaser agent re: tenant and first of first refusal; Review Offer to Lease received from Purchaser; Discussions with tenant re: same; Discussion with counsel re: same; Review letter to tenant re: same; Review amendment to APS and forward to purchaser.	2.90 hours
December 17, 2015	**Jan Oros**		
	•	Review and respond to emails regarding sale of property; Discuss file with J. Wiebe and follow up with tenant.	0.90 hours
December 18, 2015	**Jake Wiebe**		
	•	Call with buyer's agent re: amending agreement.	0.20 hours
December 18, 2015	**Jan Oros**		
	•	Review and respond to emails regarding sale of property.	0.25 hours
December 21, 2015	**Jake Wiebe**		
	•	Call with purchasers agent re: tenant right of first refusal.	0.20 hours
December 21, 2015	**Jan Oros**		
	•	Amend court report for vesting order to advise on sale of property and recovery of equipment, review emails from counsel and agent, discuss file with J. Wiebe.	2.00 hours

December 22, 2015	**Jake Wiebe**		
	•	Review and edit Second Report to Court.	4.90 hours
December 22, 2015	**Jan Oros**		
	•	Discuss court report with J. Wiebe, review emails from counsel & realtor.	0.50 hours
December 23, 2015	**Jake Wiebe**		
	•	Call with listing agent and counsel re: expiry of first right of refusal by Leading Road tenant.	1.40 hours
December 23, 2015	**Jan Oros**		
	•	Review emails from counsel/realtor regarding 50 Leading road sale, review comments from Platinum.	0.25 hours
December 23, 2015	**Rosa Wilford**		
	•	Review and reconcile November 2015 bank statements.	0.30 hours
December 24, 2015	**Jan Oros**		
	•	Review updated court report and input further information needed to complete report.	0.50 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	20.40	hours @	$ 495.00	per hour	$ 10,098.00
J. Oros, Manager	8.40	hours @	$ 243.00	per hour	$ 2,041.20
R. Wilford, Manager	2.40	hours @	$ 202.50	per hour	$ 486.00
A. Bongard, Sr. Associate	0.95	hours @	$ 160.00	per hour	$ 152.00
V. Naccarato, Analyst	0.40	hours @	$ 108.00	per hour	$ 43.20
	32.55				$ 12,820.40
5% Technology and Administration					$ 641.02
					$ 13,461.42
Disbursements					
Courier					$ 13.60
Total Time and Disbursements					$ 13,475.02
HST					$ 1,751.75
Total Invoice Due					**$ 15,226.77**

Exhibit "**B**" to the Affidavit of Jacob Wiebe, sworn before me this 13th day of January, 2015.

Commissioner for Taking Affidavits, etc.

Faddie-Ann Lakeram, a Commissioner, etc.,
Province of Ontario, for Grant Thornton Limited,
Trustee in Bankruptcy. Expires May 5, 2017.

Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. and Alka Bhargava
Grant Thornton Limited - Summary of Fees
For the period from September 2, 2015 to December 31, 2015

Period	Fees	5% Technology & Admin.	Disbursements	Sub Total	HST	Total
September 2-30, 2015	$ 9,298.30	$ 464.92	$ 222.77	$ 9,985.99	$ 1,298.18	$ 11,284.16
October 1-31, 2015	$ 14,303.04	$ 715.15	$ 47.44	$ 15,065.63	$ 1,958.53	$ 17,024.16
November 1-30, 2015	$ 9,196.43	$ 459.82	$ 13.60	$ 9,669.85	$ 1,257.08	$ 10,926.93
December 1-31, 2015	$ 12,820.40	$ 641.02	$ 13.60	$ 13,475.02	$ 1,751.75	$ 15,226.77
Total	**$ 45,618.17**	**$ 2,280.91**	**$ 297.41**	**$ 48,196.49**	**$ 6,265.54**	**$ 54,462.02**

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 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

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 SHANNON PUDDISTER
(sworn January 13, 2016)

I, Shannon Puddister, 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., 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 September 18, 2015 to December 22, 2015.

3. A total of approximately 93.10 hours were expended by Lerners LLP during the period noted above, in performing legal services to the Receiver, totalling $27,599.00 plus 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. 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 on January 13, 2016.	
Commissioner for Taking Affidavits	SHANNON PUDDISTER

THE FOLLOWING IS EXHIBIT "A"

TO THE AFFIDAVIT OF SHANNON PUDDISTER

SWORN BEFORE ME THIS 13th DAY OF JANUARY, 2016.

A Commissioner for taking Affidavits

3434485.1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

v.

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

Defendants

BILL OF COSTS OF SOLICITOR TO RECEIVER
From September 18, 2015 to October 16, 2015

FEES:

Date	Lawyer	Time	Description
September 18, 2015	DNM	0.4	E-mail regarding Appointment Order and registration on title of same
September 18, 2015	DRS	1.1	Review e-mails from D. Magisano re registering Receivership Order against 2 properties; review Order and 2 Listing Agreements
September 21, 2015	DNM	1.8	E-mails regarding registration of Receivership Order on title; discussion with D. Street regarding same
September 21, 2015	DRS	2.4	Confirm Amber Lighting as registered owner of 2 commercial condos; instruct real estate clerk to prepare Application to register Court Order; complete and register 2 Applications to Register Receiver's Order; search title of property in Mississauga
September 22, 2015	DNM	0.6	Review searches regarding real property; e-mail exchanges with client regarding same
September 25, 2015	DNM	1.0	Review Application material; review security; e-mail exchanges with Receiver regarding tenancy matters
September 30, 2015	DNM	2.0	Review Lease; draft letters to both tenants; e-mail exchange with J. Oros
October 1, 2015	DNM	0.1	E-mail from J. Oros
October 5, 2015	DRS	0.2	E-mail to J. Oros
October 6, 2015	DNM	0.7	E-mail re tenant letters; e-mails re condo fee arrears; consider whether to pay condo fee arrears
October 7, 2015	DNM	0.6	E-mails regarding tenant matters; telephone call with

			J. Oros regarding same
October 7, 2015	MXG	0.3	Corporate search on 2213241 Ontario and PPSA Search
October 8, 2015	DNM	0.2	E-mail regarding condo lien
October 9, 2015	DNM	0.2	E-mail from J. Oros regarding tenant matters
October 13, 2015	DNM	0.2	E-mail exchanges regarding condo fees
October 14, 2015	DNM	1.8	Telephone call with Victor from Relax Orthotics; e¬mail to Victor and J.Oros regarding same; e-mails regarding lien matters and telephone call with J. Wiebe
October 15, 2015	DNM	3.4	Letter to condo corporation regarding lien; research on lien registration matters and timing for same; research on Status Certificates; letter to Debtor counsel regarding cooperation; e-mail exchanges with client regarding same; seek Court availability for Motion
October 16, 2015	DNM	0.6	Amend letter to condo corporation; review and respond to condo manager e-mails

OUR FEE HEREIN:	$ 8,476.00
HST ON FEES:	$ 1,101.88
TOTAL FEES AND HST	$ 9,577.88

Lawyer	**Hours**	**Rate**	**Amount**
Domenico N. Magisano	13.8	$480.00	$6,624.00
David R. Street	3.5	$515.00	$1,802.50
Marisa Galloro (clerk)	0.3	$165.00	$49.50

DISBURSEMENTS (taxable):

Miscellaneous - Copying	$87.75
Miscellaneous - Postage	$35.04
Miscellaneous - Scanning	$ 5.40
Miscellaneous – Courier	$59.84
Teranet Electronic Registration	$20.00
Teraview – Fees for Subsearches	$290.50
Teraview – Subsearch	$134.50
Cyberbahn – Administration Fee	$73.50
Cyberbahn – Profile Report	$32.00
Payment of Status Certificate	$100.00

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DISBURSEMENTS (non-taxable):

Register Court Orders	$120.00

Total Disbursements	$958.53
Total Fees	$8,476.00
Total HST (fees and disbs):	$1,210.89
TOTAL FEES AND DISBURSEMENTS	$10,645.42

3590075.1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

v.

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

Defendants

BILL OF COSTS OF SOLICITOR TO RECEIVER

From October 19, 2015 to November 13, 2015

FEES:

Date	Lawyer	Time	Description
October 19, 2015	DNM	0.60	E-mails regarding Motion dates; review file regarding sales listing and tenant matters; e-mail exchanges with Condominium Corporation regarding Status Certificate
October 20, 2015	DNM	0.70	E-mail exchange with J. Wiebe regarding debtor matters; e-mail from debtor's counsel; begin security opinion; begin letter to Leading Avenue Condominium Corporation
October 21, 2015	DNM	0.50	E-mails regarding Motion date and consent of mortgages; e-mail regarding telephone call from S. Bhargava; consider issue of price reduction prior to Court approval
October 22, 2015	MXG	0.30	Corporate search on 2334224 Ontario Limited
October 23, 2015	DNM	0.30	E-mail to J. Wiebe
October 26, 2015	DNM	0.30	E-mails regarding debtor cooperation
October 27, 2015	DNM	1.50	Draft letter to S. Bhargava's counsel; e-mails with client regarding upcoming Motion on listing price; e-mails with RBC counsel regarding same; begin Motion material; tend to obtaining Motion date
October 29, 2015	DNM	0.20	E-mails regarding draft report
October 30, 2015	DNM	2.30	Review of amount on draft report; telephone calls with J. Wiebe; review documents for possible inclusion in

			report
November 2, 2015	DNM	4.40	Revisions to report; draft Notice of Motion and draft Order; finalize letter to Leading Avenue Condominium Corporation; telephone calls with J. Wiebe; amend record and draft Order
November 2, 2015	MXG	2.00	Put together the first report and appendices to first report; prepare first draft of Motion Record for D. Magisano's review
November 3, 2015	DNM	2.50	Telephone call from resident at Autumn Glen regarding Relax Orthotics letter; telephone calls and e-mails with J. Wiebe; telephone calls and e-mails with K. Kallish; finalize Motion Record
November 3, 2015	MXG	2.50	E-mails to and from J. Wiebe regarding Motion Record and finalize same
November 4, 2015	DNM	0.60	E-mails regarding June 8th letter; tend to service and filing of Motion Record; begin review of security opinion
November 4, 2015	MXG	3.00	Finalize Motion Record and arrange to serve by e-mail and have delivered; prepare Affidavit of Service and arrange to file Motion Record with Commercial List Court; prepare the confidential brief
November 5, 2015	DNM	0.30	E-mails regarding Motion Record and hearing next week; review final record
November 9, 2015	DNM	0.80	Message exchange with 2nd mortgagee; e-mail exchanges with J. Oros; e-mail to S. Bhargava and counsel
November 10, 2015	DNM	2.00	E-mails from J. Oros; telephone call with J. Wiebe; telephone calls with S. Bhargava's counsel; e-mails regarding equipment, books, and records
November 11, 2015	DNM	1.00	E-mail exchange with client; preparation for Motion; e-mail exchange with property manager
November 12, 2015	DNM	5.00	E-mail exchange regarding records delivered and equipment delivered; telephone call with J. Oros regarding same; prepare and attend hearing; amend draft Court Order as per Court instructions; discussions with J. Wiebe; e-mail exchange with first mortgagee; review S. Bhargava Affidavit served in Court; e-mail exchange with J. Wiebe
November 13, 2015	DNM	0.80	Telephone call with J. Oros regarding inquiries on other real estate offers; e-mails with Condominium Corporation; e-mails regarding NDA for debtor; telephone call with J. Wiebe and J. Oros

OUR FEE HEREIN:	$12,711.00
HST ON FEES:	$ 1,652.43
TOTAL FEES AND HST	$14,363.43

Lawyer	**Hours**	**Rate**	**Amount**
Domenico N. Magisano	23.80	$480.00	$11,424.00
Marisa Galloro	7.80	$165.00	$ 1,287.00

DISBURSEMENTS:

*Minister of Finance: Payment to file Motion Record		127.00	
Miscellaneous – Binding		19.80	
Miscellaneous – Colour Copying		135.00	
Miscellaneous - Copying		286.50	
Miscellaneous - Postage		0.97	
Miscellaneous - Scanning		30.90	
Teraview – fees for Subsearches		44.00	
Teraview – Subsearch		20.00	
Courier Charge 60 Yonge Street Toronto		6.30	
Courier Charge 268 Ridley Blvd Toronto		68.93	
Courier Charge 200 King Street W Toronto		9.60	
#4175 – Cyberbahn Administration Fee		13.00	
#4175 – Cyberbahn Corporation Profile Report		16.00	
#4169- Cyberbahn Administration Fee		146.40	
#4190- Cyberbahn Administration Fee		183.00	
#4190 - Cyberbahn Corporation Profile Report		126.00	
Total Disbursements	1,206.40		
Total HST:	156.83		1,363.23
TOTAL FEES AND DISBURSEMENTS			$15,853.66

*Non-Taxable

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF
THE RECEIVERSHIP OF GRANT THORNTON and AMBER LIGHTING LTD.

BILL OF COSTS OF SOLICITOR TO RECEIVER

From November 16, 2015 to December 22, 2015

FEES:

Date	Lawyer	Time	Description
November 16, 2015	DNM	1.20	Telephone calls with J. Oros; e-mail exchanges regarding offers supplied by S. Bhargava; review of offers and Affidavit of S. Bhargava; e-mail exchange with clients regarding possible NDA
November 17, 2015	DNM	1.10	Review listings in Affidavit of S. Bhargava and compare to e-mails received from Receiver; begin drafting response for S. Bhargava's counsel
November 17, 2015	MXG	1.00	Corporate searches on 1778189 Ontario Inc., 1511551 Ontario Ltd., Krest Properties Ltd. and Capicotto Family Holdings Inc.
November 18, 2015	DNM	0.70	Finalize letter to S. Bhargava's lawyer; e-mail exchange with J. Oros regarding contacting possible purchases in APS
November 19, 2015	DNM	1.30	Telephoen call to J. Wiebe; review proposed changes to letter to S. Bhargava; e-mail from J. Oros
November 19, 2015	MXG	3.30	Prepare 1st draft of opinions for each of Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.; Corporate search on Aikem Trading Inc.
November 20, 2015	DNM	0.30	Review searches regarding second mortgage; begin review of searches for security opinion
*****October 29, 2015	DNM	0.20	E-mails regarding draft report
October 30, 2015	DNM	2.30	Review of amount on draft report; telephone calls with J. Wiebe; review documents for possible inclusion in report
November 2, 2015	DNM	4.40	Revisions to report; draft Notice of Motion and draft Order; finalize letter to Leading Avenue Condominium Corporation; telephone calls with J. Wiebe; amend record and draft Order
November 2, 2015	MXG	2.00	Put together the first report and appendices to first report; prepare first draft of Motion Record for D. Magisano's review

November 3, 2015	DNM	2.50	Telephone call from resident at Autumn Glen regarding Relax Orthotics letter; telephone calls and e-mails with J. Wiebe; telephone calls and e-mails with K. Kallish; finalize Motion Record
November 3, 2015	MXG	2.50	E-mails to and from J. Wiebe regarding Motion Record and finalize same
November 4, 2015	DNM	0.60	E-mails regarding June 8th letter; tend to service and filing of Motion Record; begin review of security opinion
November 4, 2015	MXG	3.00	Finalize Motion Record and arrange to serve by e-mail and have delivered; prepare Affidavit of Service and arrange to file Motion Record with Commercial List Court; prepare the confidential brief
November 5, 2015	DNM	0.30	E-mails regarding Motion Record and hearing next week; review final record
November 9, 2015	DNM	0.80	Message exchange with 2nd mortgagee; e-mail exchanges with J. Oros; e-mail to S. Bhargava and counsel
November 10, 2015	DNM	2.00	E-mails from J. Oros; telephone call with J. Wiebe; telephone calls with S. Bhargava's counsel; e-mails regarding equipment, books, and records
November 11, 2015	DNM	1.00	E-mail exchange with client; preparation for Motion; e-mail exchange with property manager
November 12, 2015	DNM	5.00	E-mail exchange regarding records delivered and equipment delivered; telephone call with J. Oros regarding same; prepare and attend hearing; amend draft Court Order as per Court instructions; discussions with J. Wiebe; e-mail exchange with first mortgagee; review S. Bhargava Affidavit served in Court; e-mail exchange with J. Wiebe
November 13, 2015	DNM	0.80	Telephone call with J. Oros regarding inquiries on other real estate offers; e-mails with Condominium Corporation; e-mails regarding NDA for debtor; telephone call with J. Wiebe and J. Oros

OUR FEE HEREIN:	$12,711.00
HST ON FEES:	$ 1,652.43
TOTAL FEES AND HST	$14,363.43

Lawyer	**Hours**	**Rate**	**Amount**
Domenico N. Magisano	23.80	$480.00	$11,424.00
Marisa Galloro	7.80	$165.00	$ 1,287.00

DISBURSEMENTS:

*Minister of Finance: Payment to file Motion Record	127.00
Miscellaneous – Binding	19.80
Miscellaneous – Colour Copying	135.00
Miscellaneous - Copying	286.50
Miscellaneous - Postage	0.97

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Miscellaneous - Scanning		30.90	
Teraview – fees for Subsearches		44.00	
Teraview – Subsearch		20.00	
Courier Charge 60 Yonge Street Toronto		6.30	
Courier Charge 268 Ridley Blvd Toronto		68.93	
Courier Charge 200 King Street W Toronto		9.60	
#4175 – Cyberbahn Administration Fee		13.00	
#4175 – Cyberbahn Corporation Profile Report		16.00	
#4169- Cyberbahn Administration Fee		146.40	
#4190- Cyberbahn Administration Fee		183.00	
#4190 - Cyberbahn Corporation Profile Report		126.00	
Total Disbursements	1,206.40		
Total HST:	156.83		1,363.23
TOTAL FEES AND DISBURSEMENTS			<u>$15,853.66</u>

*Non-Taxable

Court File No. CV-15-11072-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

v.

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

Defendants

BILL OF COSTS OF SOLICITOR TO RECEIVER

From November 16, 2015 to December 22, 2015

FEES:

Date	Lawyer	Time	Description
November 16, 2015	DNM	1.20	Telephone calls with J. Oros; e-mail exchanges regarding offers supplied by S. Bhargava; review of offers and Affidavit of S. Bhargava; e-mail exchange with clients regarding possible NDA
November 17, 2015	DNM	1.10	Review listings in Affidavit of S. Bhargava and compare to e-mails received from Receiver; begin drafting response for S. Bhargava's counsel
November 17, 2015	MXG	1.00	Corporate searches on 1778189 Ontario Inc., 1511551 Ontario Ltd., Krest Properties Ltd. and Capicotto Family Holdings Inc.
November 18, 2015	DNM	0.70	Finalize letter to S. Bhargava's lawyer; e-mail exchange with J. Oros regarding contacting possible purchases in APS
November 19, 2015	DNM	1.30	Telephone call to J. Wiebe; review proposed changes to letter to S. Bhargava; e-mail from J. Oros

November 19, 2015	MXG	3.30	Prepare 1st draft of opinions for each of Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.; Corporate search on Aikem Trading Inc.
November 20, 2015	DNM	0.30	Review searches regarding second mortgage; begin review of searches for security opinion
November 20, 2015	MXG	0.30	Corporate search on 2334224 Ontario Inc.
November 24, 2015	DNM	1.40	E-mail exchange with J. Oros; brief research on duration of condo fee lien claim; telephone call with J. Wiebe regarding listing property and lower price; receipt review and respond to e-mail from debtor
November 26, 2015	DNM	0.50	E-mail exchange with Receiver regarding response to debtor e-mail; review debtor e-mail; e-mail regarding list price of Leader Road
November 27, 2015	DNM	2.40	Review offer received; review corporate search of purchaser; review e-mails regarding same; telephone call wit J. Wiebe regarding same; telephone call with J. Wiebe, M. Krenke and D. Lai regarding same; message and e-mail to counsel for second mortgage; e-mails from counsel to second mortgagee
November 27, 2015	DRS	0.70	Review offer to purchase for 50 Leading Road; e-mail D. Magisano regarding Schedule B for Offer
November 30, 2015	DNM	1.20	Telephone call with P. Baxi; e-mail to P. Baxi; e-mails to Receiver regarding sale with P. Baxi; review proposed schedule B to Agreement of Purchase and Sale
December 1, 2015	DNM	3.70	Telephone calls with Receiver; telephone calls with RBC counsel; telephone calls with second mortgagee counsel; e-mails to all parties regarding offer for Leading Road property; e-mails with client regarding same
December 2, 2015	DNM	2.40	Telephone calls with P. Baxi regarding sale of Leading Road; review and amend purchase agreement; numerous e-mails with P. Baxi regarding same; telephone call with J. Wiebe regarding same; e-mail exchanges with J. Wiebe regarding same
December 3, 2015	DNM	0.60	Telephone call with J. Wiebe; telephone with P. Baxi; e-mails regarding offer for Leading Road
December 4, 2015	DNM	0.40	E-mails regarding new offer on Leading; review same

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December 6, 2015	DNM	0.20	E-mail exchanges regarding new offer
December 7, 2015	DNM	1.00	E-mails regarding delivery of additional equipment; e-mails regarding revised Agreement of Purchase and Sale and short term lease agreement; provide instructions to M. Wilson regarding real estate transaction
December 7, 2015	MJW	1.50	Review file; correspondence with D. Magisano; correspondence with client; drafting lease
December 18 2015	DNM	1.30	Telephone call with M. Wilson regarding lease; review lease; e-mail to J. Wiebe regarding lease; review e-mails
December 8, 2015	MJW	0.60	Drafting lease; correspondence with client
December 9, 2015	DNM	0.20	E-mails regarding offer to purchase; e-mails regarding additional equipment delivery from S. Bhargava
December 10, 2015	DNM	0.30	E-mails regarding sale of Leading Road; e-mails regarding products to be delivered by S. Bhargava; e-mails regarding status of equipment delivered
December 12, 2015	DNM	0.40	Review updated status certificate; e-mails to client regarding arrears; e-mail to M. Wilson regarding documents for closing
December 14, 2015	DNM	0.20	E-mail exchanges regarding due diligence questions from the buyer
December 16, 2015	DNM	1.00	Telephone with J. Oros; e-mail to condominium corporation regarding requests for information; compare original and updated Status Certificates; telephone call from buyer lawyer; e-mails regarding same
December 17, 2015	DNM	2.70	Telephone call with J. Wiebe; review Offer to Lease; telephone call with M. Wilson regarding closing Leading deal; e-mail to M. Wilson regarding Waiver of Conditions; draft letter to tenants regarding First Refusal matter; e-mail from property manager regarding questions on Status Certificate
December 17, 2015	MJW	0.70	Correspondence with D. Magisano; drafting amending agreement
December 18, 2015	DNM	2.00	Telephone calls with purchaser counsel regarding Leading Road; e-mail exchange with M. Wilson regarding condition waiver; review requisition letters; draft letters to 50 Leading Road tenant regarding FRR; discussion with J. Weibe regarding same; e-mail from 2nd mortgage counsel

December 21, 2015	DNM	0.50	E-mail to 2nd mortgagee of Leading road regarding credit bid on Westmore; consider same; review e-mail from K. Kalish; e-mail from M. Wilson regarding Leading Road closing
December 21, 2015	MJW	0.20	Review file; correspondence with D. Magisano
December 22, 2015	MJW	0.30	Amending Agreement; correspondence with D. Magisano

OUR FEE HEREIN:	$14,888.00
HST ON FEES:	$ 1,935.44
TOTAL FEES AND HST	$16,823.44

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	27.0	$480.00	$12,960.00
David Street	0.7	$515.00	$360.50
Matthew J. Wilson	3.3	$245.00	$808.50
Marisa Galloro	4.6	$165.00	$759.00

DISBURSEMENTS:

Miscellaneous - Copying	$18.75
Miscellaneous - Postage	$12.12
Miscellaneous - Scanning	$16.20
Courier Charge 268 Ridley Blvd Toronto	$11.55
Courier Charge Derian Group Property Management in Maple	$15.35
Courier Charge 50 Leading Rd Etobicoke	$20.09
Courier Charge BMW Canada Inc Richmond Hill	$15.56
Courier Charge 7001 Steeles Ave W Etobicoke	$20.09
Courier Charge Amber Lite Inc Amber Lighting Ltd. Brampton	$15.56
Courier Charge 130 Adelaide St W Toronto	$51.84
#4197 – Cyberbahn Administration Fee	$52.00
#4197 – Cyberbahn Corporation Profile Report	$64.00
#4198- Cyberbahn Administration Fee	$13.00
#4199- Cyberbahn Administration Fee	$13.00
#4198 - Cyberbahn Corporation Profile Report	$16.00
#4199 - Cyberbahn Corporation Profile Report	$16.00
#4216 – Cyberbahn Administration Fee	$13.00

#4216 – Cyberbahn Corporation Profile Report on Service		$8.00	
Software Transaction Charge – Pay to Embers Services Limited Partnership		$20.00	
Receiver General for Canada: Bankruptcy & Insolvency Act searches		$24.00	
Courier Charge New Jerusalem Church of God Etobicoke		$15.56	
Total Disbursements	$451.67		
Total HST:	$58.72		$510.39
TOTAL FEES AND DISBURSEMENTS			$17,333.83

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**

AFFIDAVIT OF SHANNON PUDDISTER
(sworn January 13, 2016)

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Lawyers for the Receiver

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