Form 39.08

2026 Hfx No. 554688

Supreme Court of Nova Scotia
In Bankruptcy and Insolvency

IN THE MATTER OF: The Receivership of Kooshie Cushions of Canada Limited

Between:

Business Development Bank of Canada

Applicant

and

Kooshie Cushions of Canada Limited

Respondent

Affidavit of James Foran

I make oath and give evidence as follows:

Introduction

1. I, James Foran, am a Chartered Professional Accountant, a Chartered Accountant, a Chartered Insolvency and Restructuring Professional, and a Licensed Insolvency Trustee and serve as a Senior Vice President with Deloitte Restructuring Inc. ("**Deloitte**"), the proposed Court-Appointed Receiver and Manager (the "**Receiver**") in connection with these proceedings (the "**Receivership Proceedings**").

2. I have personal knowledge of the matters to which I depose in this affidavit, except where stated to be based on information and belief, and where so stated, I verily believe such information to be true.

3. This affidavit is made in connection with the application by the Business Development Bank of Canada ("**BDC**") for an order appointing Deloitte as Receiver of Kooshie Cushions of Canada Limited ("**KCCL**") and in response to the affidavit filed by Mark Shelley ("**Shelley**") filed with the Court on June 23, 2026.

Background

4. On April 7, 2026, legal counsel to BDC, BoyneClarke LLP, issued a demand for repayment and a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the "**BIA**") to KCCL (the "**BDC Demands**"). A true copy of the BDC

Demands were attached as Exhibit G to the affidavit of Marius Caisse sworn on June 12, 2026, and previously filed with this Court.

5. On April 20, 2026, Deloitte was engaged by BDC to act as consultant in respect of monetary advances made by BDC to KCCL (the "**Consulting Mandate**"), pursuant to an engagement letter (the "**Engagement Letter**"). A copy of the Engagement Letter is attached as **Exhibit A**.

6. On or about April 21, 2026, I spoke with Shelley, advised him of the Consulting Mandate, confirmed his email address, and subsequently sent him an email. Later that same day, I received an email from Shelley advising that he had not received my email and requesting certain financial information relating to the BDC indebtedness (the "**April 21 Email**"). A copy of the April 21 Email is attached as **Exhibit B**.

7. On or about April 22, 2026, I responded to the April 21 Email, enclosing a copy of the Engagement Letter, requesting Shelley execute the same, and advising arrangements would be made thereafter to obtain the information required to complete the Consultant Mandate (the "**April 22 Email**"). A copy of the April 22 Email is attached as **Exhibit C**.

8. On the same day, I participated in a telephone conversation with Shelley and his external accountant, Kevin Bryden (the "**April 22 Call**"). During the April 22 Call, Shelley advised that he had a potential sale for the real property, that he was in the process of sending BDC a payment of $80,000, and that KCCL would not be co-operating with Deloitte as part of the Consulting Mandate.

9. On April 23, 2026, I received and responded to several email communications from Shelley which outlined the outstanding balance owing to BDC, advised that bringing the account current would not halt BDC's enforcement actions, and further indicated that, due to the lack of co-operation, BDC intended to appoint Deloitte as private receiver pursuant to its security and requested KCCL's cooperation (the "**April 23 Email**"). A copy of the April 23 Email is attached as **Exhibit D**.

10. On April 27, 2026, driven by the lack of co-operation received from Shelley under the Consulting Mandate, BDC appointed Deloitte as private receiver pursuant to its security (the "**Private Receivership**"). A copy of the Private Receivership appointment letter is attached as **Exhibit E**.

11. On the same day, I sent Shelley a text message and asked him to call me, and at his request communicated via email, advising him the of the Private Receivership, of Deloitte's intentions with respect to possessionary matters and asking him to confirm KCCL's willingness to co-operate with Deloitte (the "**April 27 Email**"). A copy of the April 27 Email is attached as **Exhibit F**.

12. On the same day, Shelley responded that no consent was granted (the "**April 27 Reply**"). A copy of the April 27 Reply is attached as **Exhibit G**.

13. Between April 27 and May 5, 2026, I sent several emails to Shelley looking for updates with respect to the Private Receivership, namely KCCL's willingness to co-operate with Deloitte (the "**Deloitte Emails**"). A copy of the Deloitte Emails is attached as **Exhibit H**.

14. As at June 30, 2026, due to the lack of co-operation from KCCL, Deloitte's activities under the Private Receivership have been limited to preparing and filing the requisite statutory notices under the BIA.

15. As of June 30, 2026, I am advised by Marius Caissie of BDC, and do verily believe, that BDC has not received any further payment following the payment received on April 22, 2026, and that the default remains uncured.

SWORN TO AT DARTMOUTH, IN THE PROVINCE OF NOVA SCOTIA THIS 30th DAY OF JUNE 2026	
JOSHUA J. SANTIMAW A Barrister of the Supreme Court of Nova Scotia	James Foran

A

Form 39.09

Exhibit Stamp

Hfx No. 554688

This is Exhibit "A" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme
Court of Nova Scotia

PL# 186220/17051518

April 20, 2026

Private and confidential

Deloitte Restructuring Inc.
Suite 800, 1741 Lower Water Street
Halifax, NS B3J 0J2

Attention: James Foran

Dear Sir,

Subject: Borrowings of Kooshie Cushions of Canada Limited ("KCCL" or the "Company") from the Business Development Bank of Canada

This letter confirms the terms of the engagement of Deloitte Restructuring Inc. ("**Deloitte**" or "**Consultant**") by the Business Development Bank of Canada (the "**Lender**") to act as a consultant, to review the operations and financial position of Kooshie Cushions of Canada Limited ("**KCCL**" or the "**Company**") effective as of April 20, 2026.

Scope of services

Deloitte will provide the following financial consulting services:

- A review and assessment of the Company's current financial position;
- A review and assessment of the Company's financial forecasts, business plan, and/or sales process, including the reasonableness of the underlying assumptions, the future viability of the Company and consideration of the various options available to the Company;
- An evaluation of the current security position of the Lender;
- Engage an accredited appraiser to deliver an updated valuation of the Company's real property forming part of BDC's collateral package;
- Assess and advise on the strategic options available the Lender; and
- Upon the specific written request of the Lender and as agreed to by Deloitte, any other matters which appear to the Lender to be relevant to an assessment of the Lender's security position and future course of action.

Reporting

Deloitte will communicate the status of its work to the Lender throughout the engagement. Upon completion of the engagement, Deloitte will provide the Lender with a written report in accordance with the scope of services described above.

A draft of the factual sections of the report will be shown to the Company. The Company will have the opportunity to review the draft sections prior to submission to the Lender and to provide comments thereon. Deloitte will ask the Company to confirm that the facts, as stated, are accurate in all material respects and that they are not aware of any material matters that have been excluded. Deloitte is, however, under no obligation to change its reports as a result of the Company's comments.

Timing

The timing of the completion of the engagement will be dependent on the co-operation that Deloitte receives from the Company and the availability of its senior management and staff. Deloitte will be relying on the Company's financial and management information systems as well as operational and management reports being current, accurate, and reliable.

Deloitte will use commercially reasonable efforts to carry out its work on a timely basis and will inform the Lender of any difficulties it encounters. The production and timing of Deloitte's reports assumes that the information it requires to carry out its work will be made available promptly and in good order by the Company. Notwithstanding the above, Deloitte will inform the Lender as soon as possible of any matters of a material nature which come to your attention during the course of your work. Such matters may affect the estimate of professional fees.

Engagement team

This engagement will be under the direction of James Foran, who will maintain overall responsibility for the engagement on behalf of Deloitte. Shane Connolly will coordinate daily management of the engagement. The engagement team will include other professionals, as necessary, to complete the engagement on a timely basis.

Other professionals who will be identified during the course of the engagement may also be included to provide technical support.

Circumstances may occur that could result in changes to the anticipated staffing for this engagement. Deloitte will, however, use its best efforts to ensure that the members of the engagement team are not changed without prior consultation.

Professional Fees

Deloitte's fees will be based on the amount of professional time required and its standard hourly billing rates, which vary depending upon the experience level of and relative time spent by the professionals involved, subject to Section 5 – Fees and payment in the attached General Business Terms. Your bills will also include reasonable out-of-pocket expenses.

The current hourly billing rates, by classification, are:

Position	Hourly Rate
Partner	**$625**
Director	**$575**
Senior Manager	**$525**
Manager	**$425**
Senior Associate	**$350**
Analyst, Administrator	**$275**

Out-of-pocket expenses (travel, meals and accommodation) will be billed at cost, as incurred. It is our practice to render interim billings on a monthly basis, as work is completed. Deloitte will inform the Lender immediately if it encounters circumstances that will impact the fee estimate.

Disclosure of relationships

An internal search of Deloitte records was performed for any potential Lender conflicts based solely on the names of the parties that the Lender provided, which are listed below:

- Kooshie Cushions of Canada Limited
- Sun Kissed Energy Incorporated, guarantor
- Mark Stephen Shelley, guarantor

You have informed us that, based on your conflicts search, you are not aware of any conflict that would affect your ability to act impartially.

General business terms

The attached General Business Terms form part of our mutual agreement concerning this engagement. By signing this agreement the parties agree to be bound by these General Business Terms. In the event of a conflict between this letter and the General Business Terms, the General Business Terms shall take precedence, provided that if the letter specifically states that a particular term shall take precedence over the General Business Terms, the letter shall take precedence with respect to that term.

Confirmation

Please confirm your acceptance of this agreement by a copy of this letter in the space provided below and returning a copy of letter to us.

Yours sincerely,

Business Development Bank of Canada

Marius Caissie

Signature of authorized signing officer

Marius Caissie

Name

Sr. Account Manager - Special Accounts

Title

Business Development Bank of Canada

Pier-Olivier Lebrasseur

Signature of authorized signing officer

Pier-Olivier Lebrasseur

Name

Account Manager, Special Accounts

Title

Deloitte Restructuring Inc. hereby accepts this appointment and agrees to the terms and conditions.

Dated at Halifax, Nova Scotia, this 20th day of April, 2026.

____
Signature of Deloitte Restructuring Inc.

____
James Foran

____
Senior Vice President

Consent and agreement

Kooshie Cushions of Canada Limited (the "**Company**") hereby consents and agrees to the appointment of Deloitte Restructuring Inc. ("**Deloitte**") as a consultant by the Business Development Bank of Canada (the "**Lender**") in accordance with the above letter of engagement and the General Business Terms forming part thereof (the "**General Business Terms**") and acknowledges that they have read and understood the terms and conditions of the letter.

The Company hereby:

1. Agrees that Deloitte shall have unrestricted access to all information concerning the Company's undertaking, property and affairs in order to carry out this engagement. Deloitte shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "**Information**") of the Company. The Company's officers, directors, partners, employees, agents and consultants shall answer all questions put to them truthfully and to the best of their ability and the Company shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to provide any and all Information required by Deloitte. Deloitte may make copies of any and all documents, including electronically stored data and computer records, which Deloitte considers necessary to complete its review.

2. Agrees to use reasonable skill, care and attention to ensure that all information provided to Deloitte is accurate and complete and will notify Deloitte if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied on.

3. Authorizes the Lender to disclose to Deloitte any information the Lender has concerning the Company, its business and affairs. In addition, the Company authorizes Deloitte to report any financial or other information gathered by Deloitte to the Lender and its advisors.

4. Agrees that neither the Lender nor Deloitte shall have any responsibility for any decisions and activities by the Company during the period of the review by Deloitte and that Deloitte will have no management responsibilities to the Company and that nothing herein or done pursuant to this engagement will constitute an arrangement, agreement or relationship between the Company and Deloitte. The Company will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Company shall not hold out to any person that Deloitte is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender on the operations and affairs of the Company.

5. Acknowledges that all of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Company to the Lender remain in full force and effect and are in no way waived or restrained, notwithstanding this appointment of Deloitte, as consultant. The engagement of Deloitte shall not prejudice or impair or adversely affect the rights and remedies of the Lender against the Company or any guarantor or pursuant to any security, guarantees or agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Company with the Lender or any security, guarantees or other agreements held by the Lender.

6. Agrees that Deloitte may obtain legal advice from the Lender's legal advisers relative to this engagement.

7. Agrees to indemnify the Lender with respect to the fees and expenses of Deloitte, including legal costs, related to this engagement and authorizes the Lender to debit the Company's account to cover these costs, including goods and services tax. Any fees paid by the Lender on behalf of the Company shall be treated as an advance to the Company, secured by the Lender's security documentation.

8. Agrees that neither Deloitte nor the Lender shall have any liability, responsibility or obligation to the Company, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising in respect of any cause, matter or thing existing as of the date hereof or arising in respect of this engagement of Deloitte by the Lender or any addition to or variation thereof, and the Company agree to indemnify and save each of Deloitte and the Lender harmless of and from any and all claims, demands, liabilities, losses and expenses sustained or incurred by either or both of them arising out of the engagement of Deloitte as consultant in accordance herewith.

9. Agrees that during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("**Personal Information**"), either from the Company or from third parties. The Company and Deloitte agree that Deloitte will collect, use and disclose Personal Information solely for purposes related to its appointment as consultant by the Lender.

10. Agrees to maintain the confidentiality of the report and other information contained therein and will disclose it only to its management and other employees who need to have access to the same and to its legal counsel in this matter only after it secures their agreement in writing to maintain the confidentiality of the report and information.

By signature of the undersigned signing officer, the Company further acknowledges and confirms that the Company has received no commitment, representation or warranty from the Lender or Deloitte in connection with this engagement, and the Lender reserves all rights and remedies, including the rights to enforce and realize on the security and guarantees it holds as it in its sole discretion considers appropriate. The Company also acknowledges having been informed that, depending upon subsequent events, Deloitte Restructuring Inc. may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a *Bankruptcy and Insolvency Act* proposal of any of the undertaking, property and assets of the Company and the Company agrees that it will not object to the appointment of Deloitte Restructuring Inc. in any capacity and that such appointment shall not be a conflict of interest by virtue of Deloitte Restructuring Inc. having been appointed as consultant as provided for herein.

Dated at ____________________, this __________ day of __________________________, 2026.

Kooshie Cushions of Canada Limited

____

Signature of authorized signing officer

____

Name

____

Title

General business terms

The following general business terms (the "**Terms**") apply to the engagement agreement between Deloitte Restructuring Inc. ("**Deloitte**") and Business Development Bank of Canada (the "**Lender**") except as otherwise included in the engagement letter to which these general business terms are attached (the "**Engagement Letter**"). For greater clarity, the Lender represents and warrants that it has the power and authority to (i) sign the Engagement Letter, and (ii) if the Lender's subsidiaries are identified in the Engagement Letter, bind, itself and such subsidiaries.

1. **Services.**
   a) For purposes of these terms "Deloitte" shall mean Deloitte Restructuring Inc., a federal corporation incorporated under the laws of Canada, its subsidiaries, successors, and assigns.
   b) "Deloitte Entities" means Deloitte Touche Tohmatsu Limited ("**DTTL**"), a UK private company limited by guarantee, its member firms and their respective subsidiaries and affiliates (including Deloitte), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors, and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL.
   c) Deloitte will provide Lender with the services (the "**Services**") described in the Engagement Letter. Deloitte's Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Lender.
   d) The Services may be performed away from the Lender's site by Deloitte personnel under Deloitte's "3-4-5 Policy" (or similar policies as may be adopted and amended by Deloitte from time to time) whereby such personnel spend four (4) days of each workweek (and no more than three (3) nights) at the Lender's site(s) and the fifth day thereof at the personnel's resident city.

2. **Payment of Invoices.**

   Deloitte's invoices shall be due upon receipt. If payment is not received within thirty (30) days of receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte may also suspend or terminate the Services.

3. **Term.**
   a) Unless terminated sooner in accordance with its terms, this agreement shall terminate on the completion of Deloitte's Services hereunder. This agreement may be terminated by either party at any time with or without cause by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period.
   b) Deloitte may terminate this agreement or performance of any part of the Services immediately upon written notice to Lender if Deloitte determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.
   c) Deloitte may suspend the performance of Services at any time during the term of this agreement if the parties are in a dispute or in the event that the Lender has not fulfilled an obligation under this agreement, including for non-payment of invoices issued by Deloitte. In the event that Deloitte recommences performance of the Services, the parties will agree to a change to account for any changes as a result of the suspension.
   d) The obligations of each party which have been incurred prior to the effective date of termination (including, without limitation, the obligations of Lender under Sections 2 and 3 hereof) shall continue in full force and effect notwithstanding the expiration or termination of this agreement and whether or not an invoice has been rendered with respect thereto. In the event of early termination of Services or the agreement, the Lender shall reimburse Deloitte for any unrecoverable costs and expenses resulting from such termination. In the event the Lender has

terminated the Services or the agreement, all warranties for the Services and deliverables ("**Deliverables**") shall terminate and Deloitte shall not be liable for any partially completed Services or Deliverables.

4. Licence and Ownership.

Ownership of Deloitte Property. Deloitte shall retain all right, title and interest in the reports, opinions and other documents provided by Deloitte to the Lender and the Lender shall be entitled to use such material in accordance with this agreement.

5. Confidentiality.

a) To the extent that, in connection with this engagement, each party comes into possession of any proprietary or confidential information of the other party including without limitation any Personal Information ("**Confidential Information**"), each party agrees to use the Confidential Information of the other party solely for the purposes of this engagement, and will not disclose such Confidential Information to any third party without the other party's consent. The terms of this engagement shall also be considered Confidential Information. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care.

b) Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof, (ii) was disclosed to the receiving party on a nonconfidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Deloitte and Lender relating to Deloitte's Services for Lender or this agreement.

c) Confidential Information collected by or provided to Deloitte in connection with the Services may be used, processed, disclosed, and stored outside of Canada by Deloitte, Deloitte Entities or third party service providers to Deloitte. Deloitte is responsible to the Lender for causing any such Deloitte Entities and third party service providers to comply with the obligations of confidentiality set out in Section 5 of this agreement. Confidential Information may be subject to disclosure in accordance with laws applicable in the jurisdiction in which the information is used, processed, or stored.

d) All Services and Deliverables shall be solely for Lender's benefit, and are not intended to be relied upon by any person or entity other than Lender. Lender shall not disclose the Services and Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity other than Lender except (i) as specifically set forth in the Engagement Letter, or (ii) to Lender's contractors solely for the purpose of their providing services to Lender, provided that such contractors comply with the restrictions on disclosure set forth in this sentence.

e) Deloitte may retain copies of documents and files provided by the Lender in connection with the Services for purposes of compliance with professional standards and internal retention policies. Any documents and files retained by Deloitte on completion of the Services (including documents legally belonging to the Lender) may routinely be destroyed in accordance with Deloitte's policies applying from time to time.

6. Limitation on Warranties.

This is a services engagement. Deloitte warrants that it will perform the Services hereunder in a manner that is consistent with industry practice. Deloitte disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and/or fitness of the Services or the Deliverables for a particular purpose. Lender's exclusive remedy for any breach of this warranty shall be for Deloitte, upon receipt of written notice, to use reasonable efforts to cure such breach, or, failing any such cure in a reasonable period of time, to return the professional fees paid to Deloitte hereunder with respect to the Services giving rise to such breach.

7. Limitation on Damages and Actions.

a) The Lender agrees that Deloitte or any Deloitte Entity or their respective personnel, if and only to the extent it is determined such other Deloitte Entity and its respective personnel have a liability, shall not be liable to the Lender for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of the fees paid by the Lender to Deloitte under this agreement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte or any Deloitte Entity. In no event shall Deloitte or any Deloitte Entity or their respective personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, and opportunity costs). In furtherance and not in limitation of the foregoing, Deloitte and the Deloitte Entities will not be liable in respect of any decisions made by the Lender as a result of the performance by Deloitte of its Services hereunder. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

b) No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any invoice may be brought by a party not later than one year following the date of the last payment due to such party on any invoice hereunder.

c) From time to time, Deloitte may have individual partners and employees performing the engagement within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Limitations of liability contained in the Engagement Letter shall not apply to limit the personal civil liability of members of the Ordre des comptables professionnels agréés du Québec performing the engagement hereunder (and with respect to such members, such limitations shall be deemed not to be included in this Engagement Letter).

8. Cooperation.

Lender shall cooperate with Deloitte in the performance of the Services hereunder, including, without limitation, providing Deloitte with reasonable facilities and timely access to data, information, and personnel of Lender. Lender shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Deloitte hereunder. Lender acknowledges and agrees that Deloitte's performance is dependent upon the timely and effective satisfaction of Lender's responsibilities hereunder and timely decisions and approvals of Lender in connection with the Services. Deloitte shall be entitled to rely on all decisions and approvals of Lender.

9. Non-Exclusivity.

This agreement shall not preclude or limit in any way (i) the right of Deloitte to provide consulting or other services of any kind or nature whatsoever to any individual or entity as Deloitte in its sole discretion deems appropriate, or (ii) developing for itself or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables.

10. Non-Solicitation.

Lender agrees not to solicit, hire, or otherwise retain Deloitte's personnel who had substantive contact with Lender and its personnel in the course of the performance of Services during the term of the engagement and for a period of twelve (12) months thereafter. This provision shall not restrict the right of Lender to solicit or recruit generally in the media or as part of general recruiting efforts by third party recruiters, and shall not prohibit Lender from hiring an employee of Deloitte who answers any advertisement, responds to such general recruiting efforts, or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Lender.

11. Privacy.

Deloitte and the Lender agree that, in connection with this agreement, Deloitte may collect, use, disclose and otherwise process personal information about identifiable individuals ("**Personal Information**"). Deloitte's Services are provided on the basis that the Lender has obtained any required consents under applicable privacy legislation for collection, use, disclosure, and processing to Deloitte of Personal Information.

12. Indemnification.

Deloitte will indemnify, defend and hold Lender, its officers, employees and agents, harmless from and against any liability, expense or damage, including reasonable attorneys' fees, in each case solely for third party claims for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of Deloitte while engaged in the performance of Services under this engagement; provided, however, that if there also is fault on the part of Lender or any entity or individual indemnified hereunder or any entity or individual acting on Lender's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing obligations are conditioned on Lender providing Deloitte with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with Deloitte in connection with any such claim. Deloitte shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing. Lender shall indemnify and hold harmless Deloitte, its affiliated entities and subcontractors, and their respective personnel from all Claims attributable to claims of third parties relating to this agreement or the Services, except to the extent resulting from the bad faith or intentional misconduct of Deloitte or its subcontractors.

13. Other Terms.

a) **Regulatory or Legal Action:** The Lender will notify Deloitte promptly of any request received by the Lender from any third party, including a regulatory authority, for any material information or for a meeting or hearing; the issuance of any restraining order; or the initiation of a proceeding or litigation relating to this engagement. In such situations, Lender may want to request additional services from Deloitte, such as testifying (as a non expert witness) or reasonable support services before any governmental commission, regulatory authority or court. Such additional services shall be agreed to in writing by the parties prior to commencement. For clarity, any such testimony or support services will (a) be confined to the Services performed under this engagement; (b) Deloitte shall have the right to employ counsel in connection with such testimony or support services; (c) Deloitte shall be paid for any time spent by its personnel in connection with such support at their standard hourly rates or as agreed to in writing, which shall be separate and apart from any other professional fees payable hereunder; and (d) the Lender shall also reimburse Deloitte for its reasonable out-of-pocket costs, charges and expenses, including legal counsel, incurred in connection therewith (such fees and expenses shall be separate and in addition to any other fees or amounts payable under the provisions for payment of fees in the engagement letter).

b) **Force Majeure.** Except for the payment of money, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate of the other party (including, without limitation, entities or individuals under its control, or their respective officers, directors, employees or other personnel and agents), acts or omissions or the failure to cooperate by any third party (other than Deloitte contracted affiliates and subcontractors), fire or other casualty, pandemics, epidemics, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. Whilst the parties will seek to continue to comply with their respective obligations in accordance with the timeframes and approach set out in the agreement to the extent possible, the parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including working remotely, restrictions on travel to and from particular locations and the quarantining of individuals. These working practices and safeguards may impact or prevent the delivery of various activities, for example, workshops or other face to face meetings. Without prejudice to this force majeure clause, the parties will work collaboratively and in good faith to agree to a change to mitigate the adverse impact resulting from the effects of the force majeure event, the Services, including the timetable for delivery of the Services, the approach, methods and working practices for delivering the Services, and any additional associated costs. In any event, Deloitte shall have no liability for any failure or delay to perform its obligations under this agreement, to the extent caused and/or contributed to by the force majeure event and its associated impacts.

c) **Independent Contractor**. Each party is an independent contractor, and neither party is, nor shall represent itself to be, an employee, agent, partner, fiduciary, joint venturer, co-owner or representative of the other. No employer/employee relationship shall result from the execution of this agreement or from the performance of any of the Services hereunder.

d) **Survival.** All sections herein relating to payment, licence and ownership, confidentiality, warranties, limitations of warranties, limitations on damages and actions, non-exclusivity, non-solicitation, survival, and waiver shall survive the termination of this agreement.

e) **Notices.** All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in the engagement letter to which these terms are attached (unless changed by either party upon notice to the other party), and (iii) effective upon receipt.

f) **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. Either party may assign this agreement, without the consent of the other party, to an entity that has acquired all or substantially all of the assigning party's assets as a successor to the business. In discharging its obligations hereunder, Deloitte may contract with one or more of the member firms of Deloitte Touche Tohmatsu Limited to directly provide the Services or a part thereof to Lender exclusively for and on behalf of Deloitte Restructuring Inc. All Services performed by such member firms shall be performed under the exclusive direction and control of Deloitte Restructuring Inc, which shall remain solely liable for the obligations hereunder.

g) **Waiver.** The failure of either party to insist upon strict performance of any of the provisions contained in this agreement or to exercise any of its rights, powers or remedies hereunder, or its delay to do so, shall not constitute a waiver of its rights as set forth in this agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions in this agreement.

h) **Entire agreement.** These terms, the engagement letter to which these terms are attached, including any exhibits, constitute the entire agreement between Deloitte and Lender with respect to this engagement and supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by a written agreement signed by the parties.

i) **Governing Law.** This agreement and all matters relating to this engagement (whether in contract, statute, tort (including, without limitation, negligence) or otherwise), shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the choice of law principles thereof).

j) **Severability.** If any provision of this agreement is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other provisions, but such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this agreement.

k) **Use of Lender Name.** Deloitte may use the name of the Lender and refer to the performance of the Services without disclosing any confidential information, in marketing and publicity materials, as an indication of its experience, and in its internal data systems.

l) **Paragraph Headings**. The paragraph headings contained in this agreement is for convenient reference only and shall not affect the meaning or interpretation hereof.

m) **General Experience.** Notwithstanding anything to the contrary in this agreement, the Lender acknowledges that Deloitte, in conjunction with performing the Services, may develop or acquire general experience, skills, knowledge and ideas that are retained in the memory of its personnel. The Lender acknowledges and agrees that Deloitte may use and disclose such experiences, skills, knowledge, and ideas.

n) **Electronic Communications**. Except as instructed otherwise in writing, each party consents to the transmission by fax, email, and voicemail, both confidential and other types of documents, correspondence and any other information relating to the execution of this agreement. It is recognized that the parties will use the internet and that the internet may be insecure. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of the internet by either party or its personnel, including any Deloitte Entity and subcontractor personnel, to access the networks, applications, electronic data or other systems of the other party.

o) **U.S. Business**. To the extent that as part of the Services to be performed by Deloitte as described in the engagement letter, proposal and/or statement of work Deloitte personnel are required to perform the Services in the United States of America ("**US Business**"), the Lender and Deloitte agree to assign performance of the US Business to Deloitte Canada LP, an affiliate of Deloitte. All Services performed by Deloitte Canada LP shall be performed under the direction of Deloitte, which shall remain responsible to the Lender for such Services. Deloitte Canada LP shall invoice the Lender with respect to the US Business, and Deloitte will invoice for Services performed in Canada ("**Canadian Business**"). Payment for US Business and/or Canadian Business can be settled with one payment to Deloitte.

p) **Anti-money Laundering**. Under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "**Act**"), Deloitte and its personnel are permitted to report any (a) attempted or completed suspicious transactions (transactions which are reasonably suspected to be related to the commission of money laundering or terrorist financing offence), (b) Terrorist property that comes into the possession of Deloitte, and (c) large cash transactions (receipt by Deloitte of over $10,000 Canadian or equivalent in cash) to the Financial Transaction and Reports Analysis Centre of Canada, a government agency. The Act specifically prohibits Deloitte from informing a client that a report has been made.

q) **Permitted Data Use.** The Lender agrees that Deloitte and Deloitte Entities may use or disclose deidentified information received from the Lender (including, but not limited to Confidential Information) as part of Deloitte's research and advice, as well as to better understand, develop and improve Deloitte's client services and offerings. Such use or disclosure shall be conducted in a manner that does not allow third parties to identify the Lender without its consent.

r) **Canadian Anti-Spam consent**. In accordance with Canadian anti-spam legislation, the Lender consents to Deloitte contacting the Lender and its personnel through electronic messages relating to Deloitte's services, products, and other matters of interest to the Lender after the completion of this agreement. The Lender may withdraw any such consent by contacting Deloitte at unsubscribe@deloitte.ca.

s) **Publicity.** Lender shall not issue any press release or make any statements to the media pertaining to Deloitte, refer the media to Deloitte or ask Deloitte to act as media spokesperson on behalf of the Lender, make any public statement relating to this agreement, the Services, the Deliverables (where applicable) or the parties' business relationship without the prior written consent of Deloitte, nor shall the Lender disclose the existence or contents of this agreement, except as required by law.

B

Form 39.09

Exhibit Stamp

Hfx No. 554688

This is Exhibit "B" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme
Court of Nova Scotia

PL# 186220/17051518

From:	Vivid Properties
To:	kevin.bryden@brydencpa.ca; Foran, James; marius.caissie@bdc.ca
Subject:	[EXT] Kooshie 339 Willow - BDC
Date:	April 21, 2026 8:41:52 PM

Hi Jason,

I did not receive your email. Regardless, as discussed on the phone, I need the outstanding interest owed to be paid. Please advise so I can make the payment of what is outstanding. Kevin Bryden, my external CPA is copied.

Thanks

Mark

C

Form 39.09

Exhibit Stamp

Hfx No. 554688

This is Exhibit "C" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

____

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme
Court of Nova Scotia

From:	Foran, James
To:	"Vivid Properties"; kevin.bryden@brydencpa.ca
Subject:	RE: [EXT] Kooshie 339 Willow - BDC
Date:	April 22, 2026 5:41:00 AM
Attachments:	Kooshie Cushions of Canada Limited.msg Undeliverable Kooshie Cushions of Canada Limited.msg Mandate Letter - Deloitte - Kooshie Cushions of Canada Limited.pdf

---

Mark –

We are attaching a copy of the email we discussed yesterday along with the bounce back message received.

We are also enclosing a copy of our mandate letter as discussed. We would ask that you execute and return to Deloitte at your earliest convenience and we can make arrangements to obtain the information required.

We will obtain the required information from BDC and revert.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties info@vividproperties.ca
Sent: April 21, 2026 8:42 PM
To: kevin.bryden@brydencpa.ca; Foran, James jforan@deloitte.ca; marius.caissie@bdc.ca
Subject: [EXT] Kooshie 339 Willow - BDC

Hi Jason,

I did not receive your email. Regardless, as discussed on the phone, I need the outstanding interest owed to be paid. Please advise so I can make the payment of what is outstanding. Kevin Bryden, my external CPA is copied.

Thanks

Mark

April 20, 2026

Private and confidential

Deloitte Restructuring Inc.
Suite 800, 1741 Lower Water Street
Halifax, NS B3J 0J2

Attention: James Foran

Dear Sir,

Subject: Borrowings of Kooshie Cushions of Canada Limited ("KCCL" or the "Company") from the Business Development Bank of Canada

This letter confirms the terms of the engagement of Deloitte Restructuring Inc. ("**Deloitte**" or "**Consultant**") by the Business Development Bank of Canada (the "**Lender**") to act as a consultant, to review the operations and financial position of Kooshie Cushions of Canada Limited ("**KCCL**" or the "**Company**") effective as of April 20, 2026.

Scope of services

Deloitte will provide the following financial consulting services:

- A review and assessment of the Company's current financial position;
- A review and assessment of the Company's financial forecasts, business plan, and/or sales process, including the reasonableness of the underlying assumptions, the future viability of the Company and consideration of the various options available to the Company;
- An evaluation of the current security position of the Lender;
- Engage an accredited appraiser to deliver an updated valuation of the Company's real property forming part of BDC's collateral package;
- Assess and advise on the strategic options available the Lender; and
- Upon the specific written request of the Lender and as agreed to by Deloitte, any other matters which appear to the Lender to be relevant to an assessment of the Lender's security position and future course of action.

Reporting

Deloitte will communicate the status of its work to the Lender throughout the engagement. Upon completion of the engagement, Deloitte will provide the Lender with a written report in accordance with the scope of services described above.

A draft of the factual sections of the report will be shown to the Company. The Company will have the opportunity to review the draft sections prior to submission to the Lender and to provide comments thereon. Deloitte will ask the Company to confirm that the facts, as stated, are accurate in all material respects and that they are not aware of any material matters that have been excluded. Deloitte is, however, under no obligation to change its reports as a result of the Company's comments.

Timing

The timing of the completion of the engagement will be dependent on the co-operation that Deloitte receives from the Company and the availability of its senior management and staff. Deloitte will be relying on the Company's financial and management information systems as well as operational and management reports being current, accurate, and reliable.

Deloitte will use commercially reasonable efforts to carry out its work on a timely basis and will inform the Lender of any difficulties it encounters. The production and timing of Deloitte's reports assumes that the information it requires to carry out its work will be made available promptly and in good order by the Company. Notwithstanding the above, Deloitte will inform the Lender as soon as possible of any matters of a material nature which come to your attention during the course of your work. Such matters may affect the estimate of professional fees.

Engagement team

This engagement will be under the direction of James Foran, who will maintain overall responsibility for the engagement on behalf of Deloitte. Shane Connolly will coordinate daily management of the engagement. The engagement team will include other professionals, as necessary, to complete the engagement on a timely basis.

Other professionals who will be identified during the course of the engagement may also be included to provide technical support.

Circumstances may occur that could result in changes to the anticipated staffing for this engagement. Deloitte will, however, use its best efforts to ensure that the members of the engagement team are not changed without prior consultation.

Professional Fees

Deloitte's fees will be based on the amount of professional time required and its standard hourly billing rates, which vary depending upon the experience level of and relative time spent by the professionals involved, subject to Section 5 – Fees and payment in the attached General Business Terms. Your bills will also include reasonable out-of-pocket expenses.

The current hourly billing rates, by classification, are:

Position	Hourly Rate
Partner	**$625**
Director	**$575**
Senior Manager	**$525**
Manager	**$425**
Senior Associate	**$350**
Analyst, Administrator	**$275**

Out-of-pocket expenses (travel, meals and accommodation) will be billed at cost, as incurred. It is our practice to render interim billings on a monthly basis, as work is completed. Deloitte will inform the Lender immediately if it encounters circumstances that will impact the fee estimate.

Disclosure of relationships

An internal search of Deloitte records was performed for any potential Lender conflicts based solely on the names of the parties that the Lender provided, which are listed below:

- Kooshie Cushions of Canada Limited
- Sun Kissed Energy Incorporated, guarantor
- Mark Stephen Shelley, guarantor

You have informed us that, based on your conflicts search, you are not aware of any conflict that would affect your ability to act impartially.

General business terms

The attached General Business Terms form part of our mutual agreement concerning this engagement. By signing this agreement the parties agree to be bound by these General Business Terms. In the event of a conflict between this letter and the General Business Terms, the General Business Terms shall take precedence, provided that if the letter specifically states that a particular term shall take precedence over the General Business Terms, the letter shall take precedence with respect to that term.

Confirmation

Please confirm your acceptance of this agreement by a copy of this letter in the space provided below and returning a copy of letter to us.

Yours sincerely,

Business Development Bank of Canada

Signature of authorized signing officer

Marius Caissie

Name

Sr. Account Manager - Special Accounts

Title

Business Development Bank of Canada

Signature of authorized signing officer

Pier-Olivier Lebrasseur

Name

Account Manager, Special Accounts

Title

Deloitte Restructuring Inc. hereby accepts this appointment and agrees to the terms and conditions.

Dated at Halifax, Nova Scotia, this 20th day of April, 2026.

____
Signature of Deloitte Restructuring Inc.

____
James Foran

____
Senior Vice President

Consent and agreement

Kooshie Cushions of Canada Limited (the "**Company**") hereby consents and agrees to the appointment of Deloitte Restructuring Inc. ("**Deloitte**") as a consultant by the Business Development Bank of Canada (the "**Lender**") in accordance with the above letter of engagement and the General Business Terms forming part thereof (the "**General Business Terms**") and acknowledges that they have read and understood the terms and conditions of the letter.

The Company hereby:

1. Agrees that Deloitte shall have unrestricted access to all information concerning the Company's undertaking, property and affairs in order to carry out this engagement. Deloitte shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "**Information**") of the Company. The Company's officers, directors, partners, employees, agents and consultants shall answer all questions put to them truthfully and to the best of their ability and the Company shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to provide any and all Information required by Deloitte. Deloitte may make copies of any and all documents, including electronically stored data and computer records, which Deloitte considers necessary to complete its review.

2. Agrees to use reasonable skill, care and attention to ensure that all information provided to Deloitte is accurate and complete and will notify Deloitte if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied on.

3. Authorizes the Lender to disclose to Deloitte any information the Lender has concerning the Company, its business and affairs. In addition, the Company authorizes Deloitte to report any financial or other information gathered by Deloitte to the Lender and its advisors.

4. Agrees that neither the Lender nor Deloitte shall have any responsibility for any decisions and activities by the Company during the period of the review by Deloitte and that Deloitte will have no management responsibilities to the Company and that nothing herein or done pursuant to this engagement will constitute an arrangement, agreement or relationship between the Company and Deloitte. The Company will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Company shall not hold out to any person that Deloitte is acting other than as a consultant to the Lender for the purpose of reporting and making recommendations to the Lender on the operations and affairs of the Company.

5. Acknowledges that all of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Company to the Lender remain in full force and effect and are in no way waived or restrained, notwithstanding this appointment of Deloitte, as consultant. The engagement of Deloitte shall not prejudice or impair or adversely affect the rights and remedies of the Lender against the Company or any guarantor or pursuant to any security, guarantees or agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the credit facilities of the Company with the Lender or any security, guarantees or other agreements held by the Lender.

6. Agrees that Deloitte may obtain legal advice from the Lender's legal advisers relative to this engagement.

7. Agrees to indemnify the Lender with respect to the fees and expenses of Deloitte, including legal costs, related to this engagement and authorizes the Lender to debit the Company's account to cover these costs, including goods and services tax. Any fees paid by the Lender on behalf of the Company shall be treated as an advance to the Company, secured by the Lender's security documentation.

8. Agrees that neither Deloitte nor the Lender shall have any liability, responsibility or obligation to the Company, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising in respect of any cause, matter or thing existing as of the date hereof or arising in respect of this engagement of Deloitte by the Lender or any addition to or variation thereof, and the Company agree to indemnify and save each of Deloitte and the Lender harmless of and from any and all claims, demands, liabilities, losses and expenses sustained or incurred by either or both of them arising out of the engagement of Deloitte as consultant in accordance herewith.

9. Agrees that during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("**Personal Information**"), either from the Company or from third parties. The Company and Deloitte agree that Deloitte will collect, use and disclose Personal Information solely for purposes related to its appointment as consultant by the Lender.

10. Agrees to maintain the confidentiality of the report and other information contained therein and will disclose it only to its management and other employees who need to have access to the same and to its legal counsel in this matter only after it secures their agreement in writing to maintain the confidentiality of the report and information.

By signature of the undersigned signing officer, the Company further acknowledges and confirms that the Company has received no commitment, representation or warranty from the Lender or Deloitte in connection with this engagement, and the Lender reserves all rights and remedies, including the rights to enforce and realize on the security and guarantees it holds as it in its sole discretion considers appropriate. The Company also acknowledges having been informed that, depending upon subsequent events, Deloitte Restructuring Inc. may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a *Bankruptcy and Insolvency Act* proposal of any of the undertaking, property and assets of the Company and the Company agrees that it will not object to the appointment of Deloitte Restructuring Inc. in any capacity and that such appointment shall not be a conflict of interest by virtue of Deloitte Restructuring Inc. having been appointed as consultant as provided for herein.

Dated at ____________________, this __________ day of __________________________, 2026.

Kooshie Cushions of Canada Limited

____
Signature of authorized signing officer

____
Name

____
Title

General business terms

The following general business terms (the "**Terms**") apply to the engagement agreement between Deloitte Restructuring Inc. ("**Deloitte**") and Business Development Bank of Canada (the "**Lender**") except as otherwise included in the engagement letter to which these general business terms are attached (the "**Engagement Letter**"). For greater clarity, the Lender represents and warrants that it has the power and authority to (i) sign the Engagement Letter, and (ii) if the Lender's subsidiaries are identified in the Engagement Letter, bind, itself and such subsidiaries.

1. **Services.**
   a) For purposes of these terms "Deloitte" shall mean Deloitte Restructuring Inc., a federal corporation incorporated under the laws of Canada, its subsidiaries, successors, and assigns.
   b) "Deloitte Entities" means Deloitte Touche Tohmatsu Limited ("**DTTL**"), a UK private company limited by guarantee, its member firms and their respective subsidiaries and affiliates (including Deloitte), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors, and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL.
   c) Deloitte will provide Lender with the services (the "**Services**") described in the Engagement Letter. Deloitte's Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Lender.
   d) The Services may be performed away from the Lender's site by Deloitte personnel under Deloitte's "3-4-5 Policy" (or similar policies as may be adopted and amended by Deloitte from time to time) whereby such personnel spend four (4) days of each workweek (and no more than three (3) nights) at the Lender's site(s) and the fifth day thereof at the personnel's resident city.

2. **Payment of Invoices.**

   Deloitte's invoices shall be due upon receipt. If payment is not received within thirty (30) days of receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte may also suspend or terminate the Services.

3. **Term.**
   a) Unless terminated sooner in accordance with its terms, this agreement shall terminate on the completion of Deloitte's Services hereunder. This agreement may be terminated by either party at any time with or without cause by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period.
   b) Deloitte may terminate this agreement or performance of any part of the Services immediately upon written notice to Lender if Deloitte determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.
   c) Deloitte may suspend the performance of Services at any time during the term of this agreement if the parties are in a dispute or in the event that the Lender has not fulfilled an obligation under this agreement, including for non-payment of invoices issued by Deloitte. In the event that Deloitte recommences performance of the Services, the parties will agree to a change to account for any changes as a result of the suspension.
   d) The obligations of each party which have been incurred prior to the effective date of termination (including, without limitation, the obligations of Lender under Sections 2 and 3 hereof) shall continue in full force and effect notwithstanding the expiration or termination of this agreement and whether or not an invoice has been rendered with respect thereto. In the event of early termination of Services or the agreement, the Lender shall reimburse Deloitte for any unrecoverable costs and expenses resulting from such termination. In the event the Lender has

terminated the Services or the agreement, all warranties for the Services and deliverables ("**Deliverables**") shall terminate and Deloitte shall not be liable for any partially completed Services or Deliverables.

4. Licence and Ownership.

Ownership of Deloitte Property. Deloitte shall retain all right, title and interest in the reports, opinions and other documents provided by Deloitte to the Lender and the Lender shall be entitled to use such material in accordance with this agreement.

5. Confidentiality.

a) To the extent that, in connection with this engagement, each party comes into possession of any proprietary or confidential information of the other party including without limitation any Personal Information ("**Confidential Information**"), each party agrees to use the Confidential Information of the other party solely for the purposes of this engagement, and will not disclose such Confidential Information to any third party without the other party's consent. The terms of this engagement shall also be considered Confidential Information. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care.

b) Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof, (ii) was disclosed to the receiving party on a nonconfidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Deloitte and Lender relating to Deloitte's Services for Lender or this agreement.

c) Confidential Information collected by or provided to Deloitte in connection with the Services may be used, processed, disclosed, and stored outside of Canada by Deloitte, Deloitte Entities or third party service providers to Deloitte. Deloitte is responsible to the Lender for causing any such Deloitte Entities and third party service providers to comply with the obligations of confidentiality set out in Section 5 of this agreement. Confidential Information may be subject to disclosure in accordance with laws applicable in the jurisdiction in which the information is used, processed, or stored.

d) All Services and Deliverables shall be solely for Lender's benefit, and are not intended to be relied upon by any person or entity other than Lender. Lender shall not disclose the Services and Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity other than Lender except (i) as specifically set forth in the Engagement Letter, or (ii) to Lender's contractors solely for the purpose of their providing services to Lender, provided that such contractors comply with the restrictions on disclosure set forth in this sentence.

e) Deloitte may retain copies of documents and files provided by the Lender in connection with the Services for purposes of compliance with professional standards and internal retention policies. Any documents and files retained by Deloitte on completion of the Services (including documents legally belonging to the Lender) may routinely be destroyed in accordance with Deloitte's policies applying from time to time.

6. Limitation on Warranties.

This is a services engagement. Deloitte warrants that it will perform the Services hereunder in a manner that is consistent with industry practice. Deloitte disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and/or fitness of the Services or the Deliverables for a particular purpose. Lender's exclusive remedy for any breach of this warranty shall be for Deloitte, upon receipt of written notice, to use reasonable efforts to cure such breach, or, failing any such cure in a reasonable period of time, to return the professional fees paid to Deloitte hereunder with respect to the Services giving rise to such breach.

7. Limitation on Damages and Actions.

a) The Lender agrees that Deloitte or any Deloitte Entity or their respective personnel, if and only to the extent it is determined such other Deloitte Entity and its respective personnel have a liability, shall not be liable to the Lender for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of the fees paid by the Lender to Deloitte under this agreement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte or any Deloitte Entity. In no event shall Deloitte or any Deloitte Entity or their respective personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, and opportunity costs). In furtherance and not in limitation of the foregoing, Deloitte and the Deloitte Entities will not be liable in respect of any decisions made by the Lender as a result of the performance by Deloitte of its Services hereunder. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

b) No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any invoice may be brought by a party not later than one year following the date of the last payment due to such party on any invoice hereunder.

c) From time to time, Deloitte may have individual partners and employees performing the engagement within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Limitations of liability contained in the Engagement Letter shall not apply to limit the personal civil liability of members of the Ordre des comptables professionnels agréés du Québec performing the engagement hereunder (and with respect to such members, such limitations shall be deemed not to be included in this Engagement Letter).

8. Cooperation.

Lender shall cooperate with Deloitte in the performance of the Services hereunder, including, without limitation, providing Deloitte with reasonable facilities and timely access to data, information, and personnel of Lender. Lender shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Deloitte hereunder. Lender acknowledges and agrees that Deloitte's performance is dependent upon the timely and effective satisfaction of Lender's responsibilities hereunder and timely decisions and approvals of Lender in connection with the Services. Deloitte shall be entitled to rely on all decisions and approvals of Lender.

9. Non-Exclusivity.

This agreement shall not preclude or limit in any way (i) the right of Deloitte to provide consulting or other services of any kind or nature whatsoever to any individual or entity as Deloitte in its sole discretion deems appropriate, or (ii) developing for itself or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables.

10. Non-Solicitation.

Lender agrees not to solicit, hire, or otherwise retain Deloitte's personnel who had substantive contact with Lender and its personnel in the course of the performance of Services during the term of the engagement and for a period of twelve (12) months thereafter. This provision shall not restrict the right of Lender to solicit or recruit generally in the media or as part of general recruiting efforts by third party recruiters, and shall not prohibit Lender from hiring an employee of Deloitte who answers any advertisement, responds to such general recruiting efforts, or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Lender.

11. Privacy.

Deloitte and the Lender agree that, in connection with this agreement, Deloitte may collect, use, disclose and otherwise process personal information about identifiable individuals ("**Personal Information**"). Deloitte's Services are provided on the basis that the Lender has obtained any required consents under applicable privacy legislation for collection, use, disclosure, and processing to Deloitte of Personal Information.

12. Indemnification.

Deloitte will indemnify, defend and hold Lender, its officers, employees and agents, harmless from and against any liability, expense or damage, including reasonable attorneys' fees, in each case solely for third party claims for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of Deloitte while engaged in the performance of Services under this engagement; provided, however, that if there also is fault on the part of Lender or any entity or individual indemnified hereunder or any entity or individual acting on Lender's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing obligations are conditioned on Lender providing Deloitte with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with Deloitte in connection with any such claim. Deloitte shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing. Lender shall indemnify and hold harmless Deloitte, its affiliated entities and subcontractors, and their respective personnel from all Claims attributable to claims of third parties relating to this agreement or the Services, except to the extent resulting from the bad faith or intentional misconduct of Deloitte or its subcontractors.

13. Other Terms.

a) **Regulatory or Legal Action:** The Lender will notify Deloitte promptly of any request received by the Lender from any third party, including a regulatory authority, for any material information or for a meeting or hearing; the issuance of any restraining order; or the initiation of a proceeding or litigation relating to this engagement. In such situations, Lender may want to request additional services from Deloitte, such as testifying (as a non expert witness) or reasonable support services before any governmental commission, regulatory authority or court. Such additional services shall be agreed to in writing by the parties prior to commencement. For clarity, any such testimony or support services will (a) be confined to the Services performed under this engagement; (b) Deloitte shall have the right to employ counsel in connection with such testimony or support services; (c) Deloitte shall be paid for any time spent by its personnel in connection with such support at their standard hourly rates or as agreed to in writing, which shall be separate and apart from any other professional fees payable hereunder; and (d) the Lender shall also reimburse Deloitte for its reasonable out-of-pocket costs, charges and expenses, including legal counsel, incurred in connection therewith (such fees and expenses shall be separate and in addition to any other fees or amounts payable under the provisions for payment of fees in the engagement letter).

b) **Force Majeure.** Except for the payment of money, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate of the other party (including, without limitation, entities or individuals under its control, or their respective officers, directors, employees or other personnel and agents), acts or omissions or the failure to cooperate by any third party (other than Deloitte contracted affiliates and subcontractors), fire or other casualty, pandemics, epidemics, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. Whilst the parties will seek to continue to comply with their respective obligations in accordance with the timeframes and approach set out in the agreement to the extent possible, the parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including working remotely, restrictions on travel to and from particular locations and the quarantining of individuals. These working practices and safeguards may impact or prevent the delivery of various activities, for example, workshops or other face to face meetings. Without prejudice to this force majeure clause, the parties will work collaboratively and in good faith to agree to a change to mitigate the adverse impact resulting from the effects of the force majeure event, the Services, including the timetable for delivery of the Services, the approach, methods and working practices for delivering the Services, and any additional associated costs. In any event, Deloitte shall have no liability for any failure or delay to perform its obligations under this agreement, to the extent caused and/or contributed to by the force majeure event and its associated impacts.

c) **Independent Contractor**. Each party is an independent contractor, and neither party is, nor shall represent itself to be, an employee, agent, partner, fiduciary, joint venturer, co-owner or representative of the other. No employer/employee relationship shall result from the execution of this agreement or from the performance of any of the Services hereunder.

d) **Survival.** All sections herein relating to payment, licence and ownership, confidentiality, warranties, limitations of warranties, limitations on damages and actions, non-exclusivity, non-solicitation, survival, and waiver shall survive the termination of this agreement.

e) **Notices.** All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in the engagement letter to which these terms are attached (unless changed by either party upon notice to the other party), and (iii) effective upon receipt.

f) **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. Either party may assign this agreement, without the consent of the other party, to an entity that has acquired all or substantially all of the assigning party's assets as a successor to the business. In discharging its obligations hereunder, Deloitte may contract with one or more of the member firms of Deloitte Touche Tohmatsu Limited to directly provide the Services or a part thereof to Lender exclusively for and on behalf of Deloitte Restructuring Inc. All Services performed by such member firms shall be performed under the exclusive direction and control of Deloitte Restructuring Inc, which shall remain solely liable for the obligations hereunder.

g) **Waiver.** The failure of either party to insist upon strict performance of any of the provisions contained in this agreement or to exercise any of its rights, powers or remedies hereunder, or its delay to do so, shall not constitute a waiver of its rights as set forth in this agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions in this agreement.

h) **Entire agreement.** These terms, the engagement letter to which these terms are attached, including any exhibits, constitute the entire agreement between Deloitte and Lender with respect to this engagement and supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by a written agreement signed by the parties.

i) **Governing Law.** This agreement and all matters relating to this engagement (whether in contract, statute, tort (including, without limitation, negligence) or otherwise), shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the choice of law principles thereof).

j) **Severability.** If any provision of this agreement is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other provisions, but such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this agreement.

k) **Use of Lender Name.** Deloitte may use the name of the Lender and refer to the performance of the Services without disclosing any confidential information, in marketing and publicity materials, as an indication of its experience, and in its internal data systems.

l) **Paragraph Headings**. The paragraph headings contained in this agreement is for convenient reference only and shall not affect the meaning or interpretation hereof.

m) **General Experience.** Notwithstanding anything to the contrary in this agreement, the Lender acknowledges that Deloitte, in conjunction with performing the Services, may develop or acquire general experience, skills, knowledge and ideas that are retained in the memory of its personnel. The Lender acknowledges and agrees that Deloitte may use and disclose such experiences, skills, knowledge, and ideas.

n) **Electronic Communications**. Except as instructed otherwise in writing, each party consents to the transmission by fax, email, and voicemail, both confidential and other types of documents, correspondence and any other information relating to the execution of this agreement. It is recognized that the parties will use the internet and that the internet may be insecure. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of the internet by either party or its personnel, including any Deloitte Entity and subcontractor personnel, to access the networks, applications, electronic data or other systems of the other party.

o) **U.S. Business**. To the extent that as part of the Services to be performed by Deloitte as described in the engagement letter, proposal and/or statement of work Deloitte personnel are required to perform the Services in the United States of America ("**US Business**"), the Lender and Deloitte agree to assign performance of the US Business to Deloitte Canada LP, an affiliate of Deloitte. All Services performed by Deloitte Canada LP shall be performed under the direction of Deloitte, which shall remain responsible to the Lender for such Services. Deloitte Canada LP shall invoice the Lender with respect to the US Business, and Deloitte will invoice for Services performed in Canada ("**Canadian Business**"). Payment for US Business and/or Canadian Business can be settled with one payment to Deloitte.

p) **Anti-money Laundering**. Under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "**Act**"), Deloitte and its personnel are permitted to report any (a) attempted or completed suspicious transactions (transactions which are reasonably suspected to be related to the commission of money laundering or terrorist financing offence), (b) Terrorist property that comes into the possession of Deloitte, and (c) large cash transactions (receipt by Deloitte of over $10,000 Canadian or equivalent in cash) to the Financial Transaction and Reports Analysis Centre of Canada, a government agency. The Act specifically prohibits Deloitte from informing a client that a report has been made.

q) **Permitted Data Use.** The Lender agrees that Deloitte and Deloitte Entities may use or disclose deidentified information received from the Lender (including, but not limited to Confidential Information) as part of Deloitte's research and advice, as well as to better understand, develop and improve Deloitte's client services and offerings. Such use or disclosure shall be conducted in a manner that does not allow third parties to identify the Lender without its consent.

r) **Canadian Anti-Spam consent**. In accordance with Canadian anti-spam legislation, the Lender consents to Deloitte contacting the Lender and its personnel through electronic messages relating to Deloitte's services, products, and other matters of interest to the Lender after the completion of this agreement. The Lender may withdraw any such consent by contacting Deloitte at unsubscribe@deloitte.ca.

s) **Publicity.** Lender shall not issue any press release or make any statements to the media pertaining to Deloitte, refer the media to Deloitte or ask Deloitte to act as media spokesperson on behalf of the Lender, make any public statement relating to this agreement, the Services, the Deliverables (where applicable) or the parties' business relationship without the prior written consent of Deloitte, nor shall the Lender disclose the existence or contents of this agreement, except as required by law.

D

Form 39.09

Exhibit Stamp

Hfx No. 554688

This is Exhibit "D" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme
Court of Nova Scotia

From: Foran, James
To: "Vivid Properties"; kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca
Cc: Connolly, Shane
Subject: RE: [EXT] Re: 339 Willow St - Kooshie - Payment
Date: April 23, 2026 5:35:00 PM

Mark –

We write in response to your email below.

As at April 22, 2026, the payout balance on the loan was $2,575,811.37. Please be advised that the balance does not include any professional fees incurred by BDC to date. Based on your message, you have advised that an $80,000 payment has been made to BDC; however, confirmation of receipt of this payment has not yet been received.

For clarity, neither BDC nor Deloitte has provided any guidance to Kooshie that bringing the account current would halt any enforcement action BDC may elect to take. To the contrary, during our call on April 22, 2026, I advised you that curing the arrears would not be satisfactory to BDC for that purpose.

BDC, through its legal counsel, BoyneClarke LLP, has previously issued demands for repayment and notices of intention to enforce security under the *Bankruptcy and Insolvency Act*. The ten-day notice period has now expired and, in light of Kooshie's position that it will not cooperate with the Deloitte financial advisory engagement, BDC intends to appoint Deloitte as its private receiver in the coming days. We seek your co-operation with respect to this appointment.

In addition, BDC will also be seeking a hearing date before the Supreme Court of Nova Scotia in Bankruptcy and Insolvency to have the private receivership converted to a court appointment.

We trust you will find the above to be in order. We will make ourselves available for a discussion at your convenience.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 1:53 PM
To: kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca; Foran, James <jforan@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Good Afternoon,

Request to only communicate by email to keep everyone on the same page. Request of outstanding balance please so I can pay it.

Thank you!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 12:09:30 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

As promised, please see attached $80,000 wire payment. I need the outstanding amount please. I am not engaging legal counsel as there is no need as the account will be brought up to date before May 10th. Also, again I will not be engaging Deloitte for the same reason. Please apply payment to outstanding interest balance.

Thanks for the help Marius!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 10:20:58 AM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

Good Morning,

Can someone please provide me the loan number?

Get Outlook for iOS

From: Vivid Properties
Sent: Wednesday, April 22, 2026 4:26:44 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: 339 Willow St - Kooshie - Payment

Hi Marius,

Following up on my voicemail earlier, and further to the correspondence from James Foran at Deloitte today.

I want to address this file constructively and bring the facility back to good standing.

To do that properly and in a manner fair to BDC, I am engaging commercial counsel to coordinate this matter on my behalf, alongside my CPA, **Kevin Bryden** (CC'd).

Cure plan I am committing to:

1. **$80,000 lump-sum payment** wired **, April 22, 2026**, to be applied against arrears on Loan #289112-01.
2. **Remaining arrears fully current by May 15, 2026**, funded from May 1 rent collection and operating cash flow.
3. Resumption of normal monthly payment cycles from June 2026 onward.

What I'm requesting in return:

1. **A hold on any enforcement action** under the Section 244 notice dated April 7, 2026, for a minimum of seven (7) business days, to allow counsel to finalize the workout terms and wire logistics.
2. **A written statement of arrears** on Loan #289112-01 today or tomorrow, broken down by principal, accrued interest, fees, and professional costs, so the $80,000 payment is applied correctly.
3. Confirmation that **Deloitte's engagement is paused** pending the outcome of this cure, given the substantive payment commitment.
4. I will be appointing legal counsel to navigate these matters.

To be clear: I have not signed the Deloitte engagement letter and will not be doing so. I understand Deloitte's mandate is with BDC, not with me.

If this is not acceptable by BDC please let me know as soon as possible so I can make other arrangements.

Note*** Marius and I spoke last week on updating my email and further steps to pay outstanding balance or sell the building if I could not. I can pay the outstanding balance. I did not know Delloitte was appointed until yesterday.

Thank you for your continued professionalism. I'm committed to a clean outcome here.

Mark

E

Form 39.09

Exhibit Stamp

Hfx No. 554688

This is Exhibit "E" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme
Court of Nova Scotia

PL# 186220/17051518

April 24, 2026

Deloitte Restructuring Inc.
Suite 800, 1741 Lower Water Street
Halifax, NS B3J 0J2

Attention: James Foran

Dear Sirs:

Re: Kooshie Cushions of Canada Limited

Kooshie Cushions of Canada Limited (the "**Company**") is currently indebted to the Business Development Bank of Canda (the "**Secured Creditor**") in the aggregate amount of $2,565,282.75 as of April 2, 2026, which indebtedness is secured by the following (collectively the "**Security**"):

- Mortgage dated January 10, 2025, and Assignment of Leases and Rents dated January 10, 2025

Events of default have occurred and the Security (being in full force and effect) has now become enforceable. The Secured Creditor hereby appoints Deloitte Restructuring Inc. ("**Deloitte**") as Receiver and Manager (the "**Receiver**") with each and every power and authority specified in that regard by the Security including, without limitation, the power to take all steps to sell or otherwise dispose of the assets secured.

For greater certainty, all monies received by Deloitte after providing for all costs, charges and expenses of or incidental to the exercise of its powers, including legal fees, shall be applied in and towards the satisfaction of any and all obligations, debts and liabilities of the Company to the Secured Creditor in such manner as the Secured Creditor in its sole discretion may direct.

The Secured Creditor agrees and undertakes to guarantee payment of Deloitte's reasonable fees, expenses, costs and disbursements (including, without limitation, reasonable legal fees on a scale as between a solicitor and his own client provided that the Secured Creditor's prior written consent to retain such legal counsel is first obtained) which Deloitte may incur in acting herein.

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the Secured Creditor may have from time to time.

DATED at Halifax, NS this 24 day of April, 2026.

BUSINESS DEVELOPMENT BANK OF CANADA

Per:

Brigitte Dupuis *Marius Caissie*

Brigitte Dupuis
Analyst, Special Accounts

Marius Caissie
Senior Account Manager, Special Accounts
Business Development Bank of Canada

Business Development Bank of Canada
Special Accounts
1234 Main Street, 5th Floor
Moncton, NB E1C 1H7

Banque de développement du Canada
Comptes spéciaux
1234 rue Main, 5e étage
Moncton, NB E1C 1H7

T 1 888 Info-BDC
F 506 851-6836
www.bdc.ca

bdc*

ACCEPTANCE OF APPOINTMENT

Deloitte Restructuring Inc. hereby accepts the foregoing appointment as Receiver and Manager as defined above for Business Development Bank of Canada and agrees to act as such Receiver and Manager in accordance with the terms hereof.

DATED at Halifax, NS this 27th day of April 2026.

DELOITTE RESTRUCTURING INC.

Per:

James Foran, CPA, CA, CIRP, LIT
Senior Vice President

F

Form 39.09

Exhibit Stamp

Hfx No. 554688

This is Exhibit "F" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme Court of Nova Scotia

From: Foran, James
To: "Vivid Properties"; kevin.bryden@brydencpa.ca
Cc: Connolly, Shane; McGregor, Naomi; Lewis, Ian; marius.caissie@bdc.ca
Subject: RE: [EXT] Re: 339 Willow St - Kooshie - Payment
Date: April 27, 2026 9:01:00 AM
Attachments: Executed Deloitte Private Appointment Letter - Kooshie.pdf

---

Mark,

Further to our text messages, we enclose a copy of our appointment letter over Kooshie Cushions of Canada Limited pursuant to the security held by the Business Development Bank of Canada, which we trust you will find in order.

With your cooperation, we intend to change the locks today and notify the tenants of our appointment, directing them to remit any arrears and all future rent to Deloitte.

I am travelling today; however, my colleagues Naomi/Ian are available to travel to Truro to start taking possession.

If you wish to consult with legal counsel, BDC's legal counsel is Josh Santimaw at BoyneClarke LLP and he can reached at jsantimaw@boyneclarke.ca or 902.293.3451.

Please confirm that you will cooperate with our appointment.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 5:55 PM
To: Foran, James <jforan@deloitte.ca>; kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca
Cc: Connolly, Shane <shconnolly@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Hi,

I meant can you please send the arrears interest and payments amount that are behind.

Thank you!

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Thursday, April 23, 2026 5:35:38 PM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>

Subject: RE:339 Willow St - Kooshie - Payment

Mark –

We write in response to your email below.

As at April 22, 2026, the payout balance on the loan was $2,575,811.37. Please be advised that the balance does not include any professional fees incurred by BDC to date. Based on your message, you have advised that an $80,000 payment has been made to BDC; however, confirmation of receipt of this payment has not yet been received.

For clarity, neither BDC nor Deloitte has provided any guidance to Kooshie that bringing the account current would halt any enforcement action BDC may elect to take. To the contrary, during our call on April 22, 2026, I advised you that curing the arrears would not be satisfactory to BDC for that purpose.

BDC, through its legal counsel, BoyneClarke LLP, has previously issued demands for repayment and notices of intention to enforce security under the *Bankruptcy and Insolvency Act*. The ten-day notice period has now expired and, in light of Kooshie's position that it will not cooperate with the Deloitte financial advisory engagement, BDC intends to appoint Deloitte as its private receiver in the coming days. We seek your co-operation with respect to this appointment.

In addition, BDC will also be seeking a hearing date before the Supreme Court of Nova Scotia in Bankruptcy and Insolvency to have the private receivership converted to a court appointment.

We trust you will find the above to be in order. We will make ourselves available for a discussion at your convenience.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 1:53 PM
To: kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca; Foran, James <jforan@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Good Afternoon,

Request to only communicate by email to keep everyone on the same page. Request of outstanding balance please so I can pay it.

Thank you!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 12:09:30 PM

To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

As promised, please see attached $80,000 wire payment. I need the outstanding amount please. I am not engaging legal counsel as there is no need as the account will be brought up to date before May 10th. Also, again I will not be engaging Deloitte for the same reason. Please apply payment to outstanding interest balance.

Thanks for the help Marius!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 10:20:58 AM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

Good Morning,

Can someone please provide me the loan number?

Get Outlook for iOS

From: Vivid Properties
Sent: Wednesday, April 22, 2026 4:26:44 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: 339 Willow St - Kooshie - Payment

Hi Marius,

Following up on my voicemail earlier, and further to the correspondence from James Foran at Deloitte today.

I want to address this file constructively and bring the facility back to good standing.

To do that properly and in a manner fair to BDC, I am engaging commercial counsel to coordinate this matter on my behalf, alongside my CPA, **Kevin Bryden** (CC'd).

Cure plan I am committing to:

1. **$80,000 lump-sum payment** wired , **April 22, 2026**, to be applied against arrears on Loan #289112-01.
2. **Remaining arrears fully current by May 15, 2026**, funded from May 1 rent collection and operating cash flow.
3. Resumption of normal monthly payment cycles from June 2026 onward.

What I'm requesting in return:

1. **A hold on any enforcement action** under the Section 244 notice dated April 7, 2026, for a minimum of seven (7) business days, to allow counsel to finalize the workout terms and wire logistics.
2. **A written statement of arrears** on Loan #289112-01 today or tomorrow, broken down by principal, accrued interest, fees, and professional costs, so the $80,000 payment is applied correctly.
3. Confirmation that **Deloitte's engagement is paused** pending the outcome of this cure, given the substantive payment commitment.
4. I will be appointing legal counsel to navigate these matters.

To be clear: I have not signed the Deloitte engagement letter and will not be doing so. I understand Deloitte's mandate is with BDC, not with me.

If this is not acceptable by BDC please let me know as soon as possible so I can make other arrangements.

Note*** Marius and I spoke last week on updating my email and further steps to pay outstanding balance or sell the building if I could not. I can pay the outstanding balance. I did not know Delloitte was appointed until yesterday.

Thank you for your continued professionalism. I'm committed to a clean outcome here.

Mark

see www.deloitte.com/about to learn more.

This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank You.

If you do not wish to receive future commercial electronic messages from Deloitte, forward this email to unsubscribe@deloitte.ca

Avertissement de confidentialité:

Deloitte désigne un cabinet membre de Deloitte, une de ses entités liées ou Deloitte Touche Tohmatsu Limited (DTTL). Chaque cabinet membre de Deloitte constitue une entité juridique distincte et est membre de DTTL. DTTL n'offre aucun service aux clients. Pour en apprendre davantage, voir www.deloitte.com/ca/apropos.

Ce message, ainsi que toutes ses pièces jointes, est destiné exclusivement au(x) destinataire(s) prévu(s), est confidentiel et peut contenir des renseignements privilégiés. Si vous n'êtes pas le destinataire prévu de ce message, nous vous avisons par la présente que la modification, la retransmission, la conversion en format papier, la reproduction, la diffusion ou toute autre utilisation de ce message et de ses pièces jointes sont strictement interdites. Si vous n'êtes pas le destinataire prévu, veuillez en aviser immédiatement l'expéditeur en répondant à ce courriel et supprimez ce message et toutes ses pièces jointes de votre système. Merci.

Si vous ne voulez pas recevoir d'autres messages électroniques commerciaux de Deloitte à l'avenir, veuillez envoyer ce courriel à l'adresse unsubscribe@deloitte.ca

April 24, 2026

Deloitte Restructuring Inc.
Suite 800, 1741 Lower Water Street
Halifax, NS B3J 0J2

Attention: James Foran

Dear Sirs:

Re: Kooshie Cushions of Canada Limited

Kooshie Cushions of Canada Limited (the "**Company**") is currently indebted to the Business Development Bank of Canda (the "**Secured Creditor**") in the aggregate amount of $2,565,282.75 as of April 2, 2026, which indebtedness is secured by the following (collectively the "**Security**"):

- Mortgage dated January 10, 2025, and Assignment of Leases and Rents dated January 10, 2025

Events of default have occurred and the Security (being in full force and effect) has now become enforceable. The Secured Creditor hereby appoints Deloitte Restructuring Inc. ("**Deloitte**") as Receiver and Manager (the "**Receiver**") with each and every power and authority specified in that regard by the Security including, without limitation, the power to take all steps to sell or otherwise dispose of the assets secured.

For greater certainty, all monies received by Deloitte after providing for all costs, charges and expenses of or incidental to the exercise of its powers, including legal fees, shall be applied in and towards the satisfaction of any and all obligations, debts and liabilities of the Company to the Secured Creditor in such manner as the Secured Creditor in its sole discretion may direct.

The Secured Creditor agrees and undertakes to guarantee payment of Deloitte's reasonable fees, expenses, costs and disbursements (including, without limitation, reasonable legal fees on a scale as between a solicitor and his own client provided that the Secured Creditor's prior written consent to retain such legal counsel is first obtained) which Deloitte may incur in acting herein.

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the Secured Creditor may have from time to time.

DATED at Halifax, NS this 24 day of April, 2026.

BUSINESS DEVELOPMENT BANK OF CANADA

Per:

Brigitte Dupuis

Brigitte Dupuis
Analyst, Special Accounts

Marius Caissie

Marius Caissie
Senior Account Manager, Special Accounts
Business Development Bank of Canada

ACCEPTANCE OF APPOINTMENT

Deloitte Restructuring Inc. hereby accepts the foregoing appointment as Receiver and Manager as defined above for Business Development Bank of Canada and agrees to act as such Receiver and Manager in accordance with the terms hereof.

DATED at Halifax, NS this 27th day of April 2026.

DELOITTE RESTRUCTURING INC.

Per:

James Foran, CPA, CA, CIRP, LIT
Senior Vice President

G

Form 39.09

Exhibit Stamp

Hfx No. 554688

No.

This is Exhibit "G" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAW
A Barrister of the Supreme
Court of Nova Scotia

From: Vivid Properties
To: Foran, James; kevin.bryden@brydencpa.ca
Cc: Connolly, Shane; McGregor, Naomi; Lewis, Ian; marius.caissie@bdc.ca
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment
Date: April 27, 2026 10:52:33 AM

Hi Naomi,

As discussed. No consent given and lolkog
forward to your response.

Mark Shelley

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Monday, April 27, 2026 9:01:11 AM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Subject: RE:339 Willow St - Kooshie - Payment

Mark,

Further to our text messages, we enclose a copy of our appointment letter over Kooshie Cushions of Canada Limited pursuant to the security held by the Business Development Bank of Canada, which we trust you will find in order.

With your cooperation, we intend to change the locks today and notify the tenants of our appointment, directing them to remit any arrears and all future rent to Deloitte.

I am travelling today; however, my colleagues Naomi/Ian are available to travel to Truro to start taking possession.

If you wish to consult with legal counsel, BDC's legal counsel is Josh Santimaw at BoyneClarke LLP and he can reached at jsantimaw@boyneclarke.ca or 902.293.3451.

Please confirm that you will cooperate with our appointment.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 5:55 PM
To: Foran, James <jforan@deloitte.ca>; kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca
Cc: Connolly, Shane <shconnolly@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Hi,

I meant can you please send the arrears interest and payments amount that are behind.

Thank you!

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Thursday, April 23, 2026 5:35:38 PM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>
Subject: RE:339 Willow St - Kooshie - Payment

Mark –

We write in response to your email below.

As at April 22, 2026, the payout balance on the loan was $2,575,811.37. Please be advised that the balance does not include any professional fees incurred by BDC to date. Based on your message, you have advised that an $80,000 payment has been made to BDC; however, confirmation of receipt of this payment has not yet been received.

For clarity, neither BDC nor Deloitte has provided any guidance to Kooshie that bringing the account current would halt any enforcement action BDC may elect to take. To the contrary, during our call on April 22, 2026, I advised you that curing the arrears would not be satisfactory to BDC for that purpose.

BDC, through its legal counsel, BoyneClarke LLP, has previously issued demands for repayment and notices of intention to enforce security under the *Bankruptcy and Insolvency Act*. The ten-day notice period has now expired and, in light of Kooshie's position that it will not cooperate with the Deloitte financial advisory engagement, BDC intends to appoint Deloitte as its private receiver in the coming days. We seek your co-operation with respect to this appointment.

In addition, BDC will also be seeking a hearing date before the Supreme Court of Nova Scotia in Bankruptcy and Insolvency to have the private receivership converted to a court appointment.

We trust you will find the above to be in order. We will make ourselves available for a discussion at your convenience.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 1:53 PM
To: kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca; Foran, James <jforan@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Good Afternoon,

Request to only communicate by email to keep everyone on the same page. Request of outstanding balance please so I can pay it.

Thank you!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 12:09:30 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

As promised, please see attached $80,000 wire payment. I need the outstanding amount please. I am not engaging legal counsel as there is no need as the account will be brought up to date before May 10th. Also, again I will not be engaging Deloitte for the same reason. Please apply payment to outstanding interest balance.

Thanks for the help Marius!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 10:20:58 AM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

Good Morning,

Can someone please provide me the loan number?

Get Outlook for iOS

From: Vivid Properties
Sent: Wednesday, April 22, 2026 4:26:44 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: 339 Willow St - Kooshie - Payment

Hi Marius,

Following up on my voicemail earlier, and further to the correspondence from James Foran at Deloitte today.

I want to address this file constructively and bring the facility back to good standing.

To do that properly and in a manner fair to BDC, I am engaging commercial counsel to coordinate this matter on my behalf, alongside my CPA, **Kevin Bryden** (CC'd).

Cure plan I am committing to:

1. **$80,000 lump-sum payment** wired **, April 22, 2026**, to be applied against arrears on Loan #289112-01.
2. **Remaining arrears fully current by May 15, 2026**, funded from May 1 rent collection and operating cash flow.
3. Resumption of normal monthly payment cycles from June 2026 onward.

What I'm requesting in return:

1. **A hold on any enforcement action** under the Section 244 notice dated April 7, 2026, for a minimum of seven (7) business days, to allow counsel to finalize the workout terms and wire logistics.
2. **A written statement of arrears** on Loan #289112-01 today or tomorrow, broken down by principal, accrued interest, fees, and professional costs, so the $80,000 payment is applied correctly.
3. Confirmation that **Deloitte's engagement is paused** pending the outcome of this cure, given the substantive payment commitment.
4. I will be appointing legal counsel to navigate these matters.

To be clear: I have not signed the Deloitte engagement letter and will not be doing so. I understand Deloitte's mandate is with BDC, not with me.

If this is not acceptable by BDC please let me know as soon as possible so I can make other arrangements.

Note*** Marius and I spoke last week on updating my email and further steps to pay outstanding balance or sell the building if I could not. I can pay the outstanding balance. I did not know Delloitte was appointed until yesterday.

Thank you for your continued professionalism. I'm committed to a clean outcome here.

Mark

H

Form 39.09

Exhibit Stamp

Hfx No. 554688

No.

This is Exhibit "H" referred to in the affidavit of James Foran, sworn to before me on June 30, 2026.

Signature

JOSHUA J. SANTIMAN
A Barrister of the Supreme
Court of Nova Scotia

From:	Vivid Properties
To:	Foran, James; kevin.bryden@brydencpa.ca
Cc:	Connolly, Shane; McGregor, Naomi; Lewis, Ian; marius.caissie@bdc.ca
Subject:	[EXT] Re: 339 Willow St - Kooshie - Payment
Date:	May 6, 2026 11:38:17 AM

Council informed me they will be reaching out today. Thx

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Tuesday, May 5, 2026 10:48:21 AM
To: Foran, James <jforan@deloitte.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

I am trying to get legal counsel on this. I heard back this morning and will let you know once they take the file thx

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Tuesday, May 5, 2026 10:26:24 AM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Subject: RE:339 Willow St - Kooshie - Payment

Mark –

Can you please advise who Vivid Properties has engaged as legal counsel and we have not yet from anyone.

As an update, BoyneClarke will be writing to the Court today seeking a date for a hearing. In addition, Deloitte has engaged BWP LLP as legal counsel.

Please contact me with any questions.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 30, 2026 11:11 AM
To: Foran, James <jforan@deloitte.ca>; kevin.bryden@brydencpa.ca
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

No consent, Legal council will reach out.

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Wednesday, April 29, 2026 6:41 PM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Subject: RE:339 Willow St - Kooshie - Payment

Mark -

Can we get an update on our email below. Will you consent to Deloitte taking possession? If not, can you advise who your legal counsel is so documents can be served.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Foran, James
Sent: Tuesday, April 28, 2026 7:12:57 AM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>;

Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Subject: RE: [EXT] Re: 339 Willow St - Kooshie - Payment

Mark / Kevin –

We write further to discussions earlier today between Kooshie and Deloitte, including our most recent telephone conversation, which commenced at approximately 1:12 p.m. Atlantic time (the "**Second Call**").

As of April 22, 2026, the interest arrears owing under the Kooshie loan totaled $78,580.28. In addition, the principal payments on the loan were $17,637.75 in arrears. This balance excludes any professional fees incurred by BDC.

We also advise that BDC has received the wire transfer in the amount of $80,000. As part of its client-knowledge requirements, BDC requires confirmation of the source of these funds and would ask that you please advise.

During the Second Call, Kooshie advised that it intended to make an additional payment of $40,000 today or tomorrow and requested that BDC cease enforcement activities and enter forbearance discussions. Deloitte has since discussed this proposal with BDC, and BDC has advised that it intends to continue with enforcement actions. In that regard, BDC intends to seek a date with the Supreme Court of Nova Scotia in Bankruptcy and Insolvency to apply for the appointment of Deloitte as Court-Appointed Receiver. This application is expected to be brought within the next seven to ten days and BDC's legal counsel will be advising the Court of its prior attempt to appoint Deloitte as private receiver and the lack of cooperation received from Kooshie.

Finally, we note that BDC has retained Josh Santimaw of BoyneClarke LLP as its legal counsel. Josh may be reached at jsantimaw@boyneclarke.ca or 902-293-3451.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 27, 2026 10:52 AM
To: Foran, James <jforan@deloitte.ca>; kevin.bryden@brydencpa.ca
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Hi Naomi,

As discussed. No consent given and lolkog
forward to your response.

Mark Shelley

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Monday, April 27, 2026 9:01:11 AM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>; McGregor, Naomi <naomcgregor@deloitte.ca>; Lewis, Ian <ilewis@deloitte.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Subject: RE:339 Willow St - Kooshie - Payment

Mark,

Further to our text messages, we enclose a copy of our appointment letter over Kooshie Cushions of Canada Limited pursuant to the security held by the Business Development Bank of Canada, which we trust you will find in order.

With your cooperation, we intend to change the locks today and notify the tenants of our appointment, directing them to remit any arrears and all future rent to Deloitte.

I am travelling today; however, my colleagues Naomi/Ian are available to travel to Truro to start taking possession.

If you wish to consult with legal counsel, BDC's legal counsel is Josh Santimaw at BoyneClarke LLP and he can reached at jsantimaw@boyneclarke.ca or 902.293.3451.

Please confirm that you will cooperate with our appointment.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 5:55 PM
To: Foran, James <jforan@deloitte.ca>; kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca
Cc: Connolly, Shane <shconnolly@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Hi,

I meant can you please send the arrears interest and payments amount that are behind.

Thank you!

Get Outlook for iOS

From: Foran, James <jforan@deloitte.ca>
Sent: Thursday, April 23, 2026 5:35:38 PM
To: Vivid Properties <info@vividproperties.ca>; kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>
Cc: Connolly, Shane <shconnolly@deloitte.ca>
Subject: RE:339 Willow St - Kooshie - Payment

Mark –

We write in response to your email below.

As at April 22, 2026, the payout balance on the loan was $2,575,811.37. Please be advised that the balance does not include any professional fees incurred by BDC to date. Based on your message, you have advised that an $80,000 payment has been made to BDC; however, confirmation of receipt of this payment has not yet been received.

For clarity, neither BDC nor Deloitte has provided any guidance to Kooshie that bringing the account current would halt any enforcement action BDC may elect to take. To the contrary, during our call on April 22, 2026, I advised you that curing the arrears would not be satisfactory to BDC for that purpose.

BDC, through its legal counsel, BoyneClarke LLP, has previously issued demands for repayment and notices of intention to enforce security under the *Bankruptcy and Insolvency Act*. The ten-day notice period has now expired and, in light of Kooshie's position that it will not cooperate with the Deloitte financial advisory engagement, BDC intends to appoint Deloitte as its private receiver in the coming days. We seek your co-operation with respect to this appointment.

In addition, BDC will also be seeking a hearing date before the Supreme Court of Nova Scotia in Bankruptcy and Insolvency to have the private receivership converted to a court appointment.

We trust you will find the above to be in order. We will make ourselves available for a discussion at your convenience.

Regards,

James

—
James Foran
Deloitte
902.802.2789
—

From: Vivid Properties <info@vividproperties.ca>
Sent: April 23, 2026 1:53 PM

To: kevin.bryden@brydencpa.ca; marius.caissie@bdc.ca; Foran, James <jforan@deloitte.ca>
Subject: [EXT] Re: 339 Willow St - Kooshie - Payment

Good Afternoon,

Request to only communicate by email to keep everyone on the same page. Request of outstanding balance please so I can pay it.

Thank you!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 12:09:30 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

As promised, please see attached $80,000 wire payment. I need the outstanding amount please. I am not engaging legal counsel as there is no need as the account will be brought up to date before May 10th. Also, again I will not be engaging Deloitte for the same reason. Please apply payment to outstanding interest balance.

Thanks for the help Marius!

Get Outlook for iOS

From: Vivid Properties <info@vividproperties.ca>
Sent: Thursday, April 23, 2026 10:20:58 AM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>; marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: Re: 339 Willow St - Kooshie - Payment

Good Morning,

Can someone please provide me the loan number?

Get Outlook for iOS

From: Vivid Properties
Sent: Wednesday, April 22, 2026 4:26:44 PM
To: kevin.bryden@brydencpa.ca <kevin.bryden@brydencpa.ca>;

marius.caissie@bdc.ca <marius.caissie@bdc.ca>; jforan@deloitte.ca <jforan@deloitte.ca>
Subject: 339 Willow St - Kooshie - Payment

Hi Marius,

Following up on my voicemail earlier, and further to the correspondence from James Foran at Deloitte today.

I want to address this file constructively and bring the facility back to good standing.

To do that properly and in a manner fair to BDC, I am engaging commercial counsel to coordinate this matter on my behalf, alongside my CPA, **Kevin Bryden** (CC'd).

Cure plan I am committing to:

1. **$80,000 lump-sum payment** wired **, April 22, 2026**, to be applied against arrears on Loan #289112-01.
2. **Remaining arrears fully current by May 15, 2026**, funded from May 1 rent collection and operating cash flow.
3. Resumption of normal monthly payment cycles from June 2026 onward.

What I'm requesting in return:

1. **A hold on any enforcement action** under the Section 244 notice dated April 7, 2026, for a minimum of seven (7) business days, to allow counsel to finalize the workout terms and wire logistics.
2. **A written statement of arrears** on Loan #289112-01 today or tomorrow, broken down by principal, accrued interest, fees, and professional costs, so the $80,000 payment is applied correctly.
3. Confirmation that **Deloitte's engagement is paused** pending the outcome of this cure, given the substantive payment commitment.
4. I will be appointing legal counsel to navigate these matters.

To be clear: I have not signed the Deloitte engagement letter and will not be doing so. I understand Deloitte's mandate is with BDC, not with me.

If this is not acceptable by BDC please let me know as soon as possible so I can make other arrangements.

Note*** Marius and I spoke last week on updating my email and further steps to pay outstanding balance or sell the building if I could not. I can pay the outstanding balance. I did not know Delloitte was appointed until yesterday.

Thank you for your continued professionalism. I'm committed to a clean outcome here.

Mark

et toutes ses pièces jointes de votre système. Merci.

Si vous ne voulez pas recevoir d'autres messages électroniques commerciaux de Deloitte à l'avenir, veuillez envoyer ce courriel à l'adresse unsubscribe@deloitte.ca