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 Mark Shelley

I, Mark Shelley, of 26 Sunrise Court, Upper Onslow, Province of Nova Scotia MAKE OATH AND SAY AS FOLLOWS:

1. I am the principal, officer, and a director of Kooshie Cushions of Canada Limited ("Kooshie") and Sun Kissed Energy Limited ("Sun Kissed") I have personal knowledge of the matters deposed to in this affidavit except where stated to be on information and belief, and where so stated I believe them to be true.

2. I swear this affidavit in opposition to the application by Business Development Bank of Canada ("BDC") for appointment of Deloitte Restructuring Inc. ("Deloitte") as receiver and receiver-manager.

3. Kooshie carries on business at 26 Sunrise Court, Upper Onslow, NS and has been attempting to preserve value, maintain operations, and address BDC's

concerns in good faith. A solution was found which would result in the subleasing of the anchor tenant's space which would return the property and Kooshie to a positive operational state including monthly profit.

4. I understand that BDC seeks appointment of Deloitte under Bankruptcy and Insolvency Act, RSC 1985, c B-3, s 243, and Judicature Act, RSNS 1989, c 240, s 43(9).

5. **The demand and notice package**

6. On or about April 7, 2026, BDC delivered a demand package including a demand letter and a notice of intention to enforce security.

7. Kooshie and I promptly reviewed the package and identified material defects and ambiguities.

8. In particular, the demand package contained inconsistent interest rates. One demand stated that interest accrues at 7.40 per cent per annum, while another referenced 6.55 per cent per annum.

9. The demand package did not clearly set out the contractual basis for the amounts claimed. Kooshie's counsel at the time advised that clarification was required before further enforcement steps could be taken.

10. Those figures are materially inconsistent and made it impossible to determine with confidence the actual amount demanded and the amount continuing to accrue.

11. The demand addressed to Kooshie was also addressed to me personally, used personal salutation and wording, and was not clearly directed to the corporation as a separate legal person.

12. On May 6, 2026, Kooshie's counsel at the time wrote to BDC's counsel identifying those deficiencies and requesting clarification, including the contractual basis for the applicable interest rate and a proper statement of account.

13. A true copy of that correspondence is attached as Exhibit "A". I have since been advised by that law firm that they could not represent me in this matter due to a conflict

14. BDC did not provide meaningful clarification before advancing this application.

15. **Attempts to address the matter**

16. Kooshie has not ignored the situation. We have been trying to communicate with BDC and to preserve the business as a going concern, including making a significant payment of eighty thousand dollars ($80,000.00) to BDC in April of

2026. This payment was made in good faith and delivered to stabilize the account and continue to work with BDC towards a resolution.

17. At the time of this payment I believed a balance of approximately $40,000 required to bring the account up to date was promised to BDC in two weeks' time. BDC did not reply. Attached as Exhibit "B" is a copy of the email chain where I confirmed the payment and asked for the balance.

18. Kooshie has also identified a possible sublease solution to replace the departed anchor tenant space that when completed, would improve operations and cash flow and return the property to a stable operation.

19. Kooshie has made arrangements with the Town of Truro to catch up on the outstanding property taxes by of monthly payments. The arrangement will be confirmed upon leasing of the anchor tenant space.

20. Kooshie's concern is that a court appointment of Deloitte at this stage, and on the present record, is premature, disruptive and risks unnecessary destruction of value for all of the stakeholders.

21. The stakeholders include second mortgagee. Nova Scotia Co-operative Council Limited, a non-for-profit organization and third mortgagee Brian Ramjattan. Attached as Exhibit "C" is a copy of the Property Online printout confirming the second and third mortgage holders.

22. I understand that BDC appointed Deloitte as a private receiver on April 24, 2026, and now seeks a court order confirming Deloitte's role.

23. In my view, the appointment of Deloitte is not appropriate because Deloitte is the creditor's chosen professional and its appointment at this stage would reinforce a process that remains contested on important factual and legal issues.

24. Why Deloitte should not be appointed

25. Kooshie respectfully says that if the Court determines that any receivership is warranted, a neutral receiver should be considered rather than the creditor's preferred appointee.

26. BDC cannot be a neutral receiver, when they have another loan with Sun Kissed that is in default effectively triggering the default on the Kooshie loan which is completely salvageable as set out in this affidavit.

27. Deloitte's appointment is not necessary to preserve the assets because less intrusive alternatives remain available, including:
a. an adjournment to permit clarification of the demand package and service issues and allow the parties to discuss possible solutions;
b. a stay or limited restraining order pending disclosure;

c. appointment of a different receiver acceptable to the Court; or
d. a narrower mandate limited to preservation pending further directions.

28. Kooshie has not been afforded a full and fair opportunity to test the underlying enforcement steps or the proposed scope of the receivership.

29. There are creditors and stakeholders who may be adversely affected by a receivership, and I request the Court be cautious before appointing the applicant's preferred receiver without a complete record.

30. Kooshie and I are concerned that the appointment of Deloitte may unnecessarily increase costs and reduce any realization available to creditors.

31. I believe that the issues raised in this proceeding can be addressed more fairly and proportionately by a short adjournment and disclosure of the underlying enforcement documents, including the contractual basis for the stated interest rate and the complete statement of account.

32. If the Court is inclined to make a receivership order, I respectfully ask that the Court consider appointing an independent receiver other than Deloitte and limit the receiver's mandate to what is strictly necessary.

33. Relief sought

34. Kooshie asks that the Court:

   a. dismiss or adjourn the application;
   b. decline to appoint Deloitte as receiver;
   c. alternatively, appoint a different neutral receiver or impose narrower terms; and
   d. grant such further relief as is just.

SWORN TO before me at Halifax, Nova Scotia this 23rd Day of June, 2026	)	
RICHARD A. BUREAU A Barrister of the Supreme Court Of Nova Scotia	)	MARK SHELLEY

RICHARD A. BUREAU
A Barrister of the Supreme
Court of Nova Scotia

EXHIBIT "A"

This is Exhibit "A" referred to in the Affidavit of Mark Shelley sworn before me this 23rd, day of June, A.D., 2026

RICHARD A. BUREAU
A Barrister of the Supreme Court of Nova Scotia

O'KEEFE & SULLIVAN

VIA EMAIL AND COURIER

Joshua J. Santimaw
Boyne Clarke LLP
99 Wyse Road, Suite 600
Dartmouth, NS B3A 4S5
Email: jsantimaw@boyneclarke.ca

06 May 2026

Dear Mr. Santimaw:

Re: **Kooshie Cushions of Canada Limited (the "Company")**
Demand and Notice of Intention to Enforce Security dated 07 April 2026
Your File Reference: 186828

We act for Kooshie Cushions of Canada Limited and its principal, Mr. Mark Shelley. We have reviewed the demand package issued by your office on 07 April 2026, on behalf of the Business Development Bank of Canada (the "**Bank**"). We write to identify several material deficiencies in that package.

Interest Rate Discrepancy:

Your office issued two demand letters on the same date, both referencing the same underlying indebtedness of $2,565,282.75 as of 02 April 2026. The demand addressed to the Company states that interest accrues at a rate of 7.40%. The demand addressed to Mr. Shelley in his capacity as guarantor states that interest accrues at a rate of 6.55%. These figures are irreconcilable.

The demands reference the same principal amount, the same credit facility, and the same date of calculation. Only one interest rate can be correct. This discrepancy renders it impossible for our client to determine the actual quantum of the obligation being demanded, including the rate at which the indebtedness continues to accrue during the notice period.

The purpose of both the demand and the s. 244(1) notice of intention to enforce security issued under the *Bankruptcy and Insolvency Act* ("**BIA**") is to provide the debtor with accurate and reliable information sufficient to assess its position and explore alternatives before enforcement. That purpose is defeated where the Bank's own demand package contains contradictory information on a material term of the indebtedness.

We request that you confirm, in writing, which interest rate applies and provide the contractual basis for that rate, including the specific provision in the letters of offer or any amendment that governs the applicable rate as of the date of demand.

Corporate Demand Addressed to a Natural Person:

The demand purporting to be directed to the Company is addressed to "Mark Shelley, President" at Mr. Shelley's personal address. The salutation reads "Dear Mr. Shelley." The letter opens with the statement that your firm acts "as regards your loan indebtedness." While the Re line identifies the Company as the "Debtor," the demand on its face reads as a demand on Mr. Shelley in his personal capacity, not on the corporate entity.

A demand on a corporation must be directed to the corporation. A letter addressed personally to the corporation's principal, at his residential address, using the second person possessive throughout, does not constitute a demand on the corporate debtor. This is not a matter of form over substance. The Bank holds both a corporate obligation and a personal guarantee. The demand package conflates the two, leaving ambiguity as to whether a proper corporate demand was ever issued.

Notice of Intention to Enforce Security:

The notice of intention to enforce security issued pursuant to s. 244(1) of the BIA must be read in the context of the demand package that accompanied it. As set out above, the demand package contains internally contradictory interest rates and a corporate demand that is addressed to a natural person rather than to the debtor corporation. These deficiencies in the underlying demand bear directly on the reliability of the notice and on whether the statutory purpose of s. 244 has been fulfilled.

We further put the Bank on notice that the ten-day period prescribed by s. 244(2) of the BIA cannot be said to have commenced to run while the demand package remains internally contradictory and inadequate for the purposes described above. Our client does not accept that any enforceable notice period is presently running and reserves the right to raise the deficiencies identified herein in response to any enforcement steps taken by the Bank.

Demand for Particulars:

In addition to the confirmation of the applicable interest rate requested above, please provide the following within seven (7) days of the date of this letter:

(a) the correct interest rate applicable to the indebtedness, together with the contractual provision supporting that rate;

(b) a full statement of account showing the calculation of the amount of $2,565,282.75 claimed as owing;

(c) copies of all letters of offer and amendments referenced in both demand letters;

(d) confirmation of whether the Bank has taken, or intends to take, any enforcement steps against Mr. Shelley's personal assets; and

(e) confirmation of the authority under which your office executed s. 244 notice on behalf of the Bank.

As noted, our client reserves all rights in respect of the deficiencies identified above, including the right to challenge any enforcement proceedings commenced in reliance on the demand package as issued.

We trust that this matter can be addressed promptly and without the need for court intervention.

Yours very truly,

O'KEEFE & SULLIVAN

ESSBER ESSBER
eessber@okeefesullivan.com

cc: Mr. Mark Shelley
Kooshie Cushions Canada Ltd.
Email: info@vividproperties.ca
(by email)

James Foran
Deloitte Restructuring Inc.
Email: jforan@deloitte.ca
(by email)

EXHIBIT "B"

This is Exhibit "B" referred to in the Affidavit
of Mark Shelley sworn before me this
23rd day of June, A.D., 2026

____

RICHARD A. BUREAU
A Barrister of the Supreme
Court of Nova Scotia

Richard Bureau

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

EXHIBIT "C"

This is Exhibit "C" referred to in the Affidavit
of Mark Shelley sworn before me this
23rd, day of June, A.D., 2026

RICHARD A. BUREAU
A Barrister of the Supreme
Court of Nova Scotia

PROPERTY Online NOVA SCOTIA Service Nova Scotia

Land Registration View

* Indicates interests inherited on subdivision or re-configuration of parcel

	20239059		STANDARD PARCEL		ACTIVE
	2.07 ACRE(S) (PLAN)		PUBLIC		MU0402
	LOT C		Dec 03, 1980 12:00:00AM		
PDCA Status	APPROVED	Municipal Unit	TOWN OF TRURO	Manner of Tenure	NOT APPLICABLE
	LAND REGISTRATION		Dec 04, 2006 03:41:58PM		

Location	County	Primary Location	
339 WILLOW STREET TRURO	COLCHESTER COUNTY	Yes	Assigned by Municipality

Comments
SEE DOCUMENT RECORDED AS 87223344 AND PLAN 87223336. MAP:05Q0616NE

Assessment Account		Tax District	Tax Ward	Tax Sub
00838268	$3,478,700.00 (2026 COMMERCIAL TAXABLE)	000	010	

Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type	Year	Doc#	Book/Page/Plan	Registration Date	NS Non-Res?
KOOSHIE CUSHIONS OF CANADA LIMITED	FEE SIMPLE	3 EATON DRIVE VALLEY NS CA B6L 3J7	DEED	2025	125267329 View Form View Doc		Jan 10, 2025	No

Manner of Tenure

Tenure Type	Tenure Description
NOT APPLICABLE	NO DESCRIPTION FOUND

Farm Loan Board - Occupants & Mailing Addresses

Name	Interest Holder Type	Mailing Address
	No Records Found	

Benefits to the Registered Interests

Benefit Details	Interest Holder Type	Type	Year		Book/Page/Plan	Registration Date
TOGETHER WITH AN EASEMENT/RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	EASEMENT/RIGHT OF WAY	2007	86949527 View Doc		Jan 02, 2007
20248886	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2007	86949527 View Doc		Jan 02, 2007
20248886	SERVIENT TENEMENT PID	EASEMENT/RIGHT OF WAY	2006	86825750 View Doc		Dec 11, 2006
TOGETHER WITH AN EASEMENT/RIGHT OF WAY	EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)	EASEMENT/RIGHT OF WAY	2006	86825750 View Doc		Dec 11, 2006

Burdens on the Registered Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type		Doc#	Book/Page/Plan	Registration Date
20360905	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2007	86949527 View Doc		Jan 02, 2007
20248886	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2007	86949527 View Doc		Jan 02, 2007
20248886	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID		EASEMENT/RIGHT OF WAY	2006	86825750 View Doc		Dec 11, 2006
20360905	EASEMENT/ROW HOLDER (BURDEN) - DOMINANT PID	UNKNOWN	DEED	1974	2994	Book 394 Page 787	May 03, 1974

Textual Qualifications on Title

Qualifications Text
No Records Found

Tenants in Common not registered pursuant to the Land Registration Act

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type			Book/Page/Plan	Registration Date
No Records Found							

Recorded Interests

Interest Holder (Qualifier)	Interest Holder Type	Mailing Address	Type			Book/Page/Plan	Registration Date
BUSINESS DEVELOPMENT BANK OF CANADA	MORTGAGEE	COGSWELL TOWER 2000 BARRINGTON STREET SUITE 1400 HALIFAX NS CA B3J 3K1	MORTGAGE	2025	125267345 View Form View Doc		Jan 10, 2025
BUSINESS DEVELOPMENT BANK OF CANADA	ASSIGNEE	COGSWELL TOWER 2000 BARRINGTON STREET SUITE 1400 HALIFAX NS CA B3J 3K1	ASSIGNMENT OF LEASES AND/OR RENTS	2025	125267394 View Form View Doc		Jan 10, 2025
NOVA SCOTIA CO-OPERATIVE COUNCIL LIMITED	MORTGAGEE	POST OFFICE BOX 1872 TRURO NS CA B2N 6C7	MORTGAGE	2025	125269747 View Form View Doc		Jan 13, 2025
BRIAN RAMJATTAN	MORTGAGEE	5 OXEN POND PLACE ST. JOHN'S NF CA A1B 4E1	MORTGAGE	2025	126587113 View Form View Doc		Oct 15, 2025

Parcel Description

PID 20239059

ALL that certain lot, piece or parcel of land situate, lying and being on the Eastern boundary of Willow Street, in the Town of Truro, County of Colchester, Province of Nova Scotia, and being Lot "C" Consolidated as shown on a plan showing lands of Colchester Co-operative Services Limited, dated September 26, 1988, signed by Kenneth P. MacDonald, N.S. Land Surveyor, bounded and described as follows:

Beginning at a survey marker on the Eastern boundary of Willow Street said survey marker being South 11 degrees 41 minutes East a distance of 354.43 feet from Nova Scotia Control Monument No. 400;

Thence North 20 degrees 37 minutes East along lands of Canadian National Railway a distance of 135.52 feet; thence North 22 degrees 46 minutes East continuing along lands of Canadian National Railway a distance of 136.08 feet to a pipe on the South Western corner of lands of Co-op Atlantic/Co-op Atlantique;

Thence South 61 degrees 00 minutes East along the Southern boundary of lands of Co-op Atlantic/Co-op Atlantique a distance of 346.0 feet to a survey marker on the South Eastern corner of said lands of Co-op Atlantic/Co-op Atlantique on the Western boundary of lands of Canadian National Railway;

Thence South 27 degrees 05 minutes West along the Western boundary of lands of Canadian National Railway a distance of 106.80 feet; thence South 26 degrees 09 minutes West continuing along the Western boundary of lands of Canadian National Railway a distance of 100.0 feet to a survey marker on the North Eastern corner of Lot B-2 lands of Colchester Co-operative Services Limited;

Thence North 74 degrees 51 minutes West along the Northern boundary of Lot B-2 a distance of 180.18 feet to a survey marker;

Thence South 14 degrees 42 minutes West along the Western boundary of Lot B-2 a distance of 35.30 feet to a survey marker;

Thence South 84 degrees 13 minutes West along the Northern boundary of Lot B-2 a distance of 125.0 feet to a survey marker on the North Western corner of said lot B-2 on the Eastern boundary of Willow Street;

Thence North 1 degree 46 minutes West along the Eastern boundary of Willow Street a distance of 100.0 feet to a survey marker and the place of beginning. Containing 2.07 acres more or less. Bearings from Grid North 1979.

Subject to the right of way granted by Colchester Co-operative Services Limited to Maritime Co-operative Services Limited, in a deed dated the 2nd day of May, 1974 and recorded at the Registry of Deeds, Truro, Nova Scotia in Book 394 at Page 787 for all purposes, including ingress and egress for persons, animals and vehicles, leading from Willow Street to the lands of Maritime Co-operative Services Limited and more particularly shown on a plan of subdivision showing Lot 03-AB67 Lands of Canadian National Railway Co. and Co-op Atlantic, filed at the Land Registry Office, Truro, Nova Scotia as Plan Number 75730086.

Subject to a sewer line right of way granted by Colchester Co-operative Services Limited to Maritime Co-operative Services Limited for all purposes related to the inspection, maintenance, repair and construction of the sewer line, shown on the plan of lands of Colchester Co-operative Services Limited and Maritime Co-operative Services Limited, Willow Street, Colchester County, N.S., drawn by Kenneth P. MacDonald, N.S.L.S., and dated February 8th, 1974, and also shown on a plan of subdivision showing Lot 03-AB67 Lands of Canadian National Railway Co. and Co-op Atlantic, filed at the Land Registry Office, Truro, Nova Scotia as Plan Number 75730086, and being the sewer line right-of-way leading from the west boundary line of lands of Co-op Atlantic and along the west boundary line of lands of Colchester Co-operative Services Ltd. to a manhole located on Willow Street. The said right of way to be for a distance of fifteen feet (15) on each side of the said sewer line.

Subject to a free and uninterrupted right of way granted to the Colchester Co-operative Services Limited by way of a right of way agreement recorded at the Land Registry Office, Truro, Nova Scotia as document number 86825750 over a portion of the above described parcel of land and referred to as "Right of Way CA", for their heirs and assigns, agents, servants, workmen, customers and tenants, for ingress and egress for persons and vehicles and being more particularly shown on a plan showing lands of Colchester Co-operative Services Limited, dated November 21, 2006, signed by Stevan J. Forbes, N.S. Land Surveyor and filed at the Land Registration Office, Truro, Nova Scotia as plan number 86782613.

Together with free and uninterrupted right of ways granted to the Colchester Co-operative Services Limited by way of a right of way agreement recorded at the Land Registry Office, Truro, Nova Scotia as document number 86825750, over "Right of Way B2B" and "Right of Way B2A", for their heirs and assigns, agents, servants, workmen, customers and tenants, for ingress and egress for persons and vehicles as more particularly shown on a plan showing lands of Colchester Co-operative Services Limited, dated November 21, 2006, signed by Stevan J. Forbes, N.S. Land Surveyor and filed at the Land Registration Office, Truro, Nova Scotia as plan number 86782613.

Subject to a right of way ("existing right of way" and "Right of Way B2C") granted over a portion of the above described lands and more particularly shown on a plan of survey showing Rights of Ways CA, B2A, B2B and B2C, filed at the Land Registry Office, Truro, Nova Scotia as plan number 86782613 and more particularly detailed in the Right of Way and Cross Boundary Agreement (including the covenants granted thereunder), made between Colchester Co-operative Services Limited, Community Credit Union of Cumberland Colchester Limited, and Co-op Atlantic/Co-op Atlantique in December 2006, and recorded at the Land Registry Office as document number 86949527 on January 2, 2007.

Together with a right of way ("existing right of way" and "Right of Way B2C") granted in favour of Colchester Co-Operative Services Limited and its successors and assigns as more particularly shown on a plan of survey showing Rights of Ways CA, B2A, B2B and B2C, filed at the Land Registry Office, Truro, Nova Scotia as plan number 86782613, and more particularly detailed in the Right of Way and Cross Boundary Agreement (including the covenants granted thereunder), made between Colchester Co-operative Services Limited, Community Credit Union of Cumberland Colchester Limited, and Co-op Atlantic/Co-op Atlantique in December 2006, and recorded at the Land Registry Office as document number 86949527 on January 2, 2007.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district for the County of Colchester as plan or document number P-5904.

Parcel Description

Non-Enabling Documents

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date
No Non Enabling Documents Found						

Non-Enabling Documents

Inst Type	Inst No	Year	Type	Book/Page	Registration System	Registration Date

Non-Enabling Plans

Inst Type		Year	Type			Registration Date
Plan	86782613 View Plan	2006	RETRACEMENT PLAN	SURVEY SHOWING RIGHTS OF WAY, CA, B2A, B2B & B2C, COLCHESTER CO-OPERATIVE SERVICES LTD., WILLOW ST., TRURO		12/5/2006

AFR Bundles

Inst Type	Inst No	Year	Type	Filing Reference	Instrument Date

No AFR Bundles Found

Parcel Relationships

Related PID	Type of Relationship
20248886	INFANT PARCEL
20278404	ADDITION PARCEL

This parcel IS REGISTERED PURSUANT TO THE Land Registration Act. The registered owner of the registered interest owns the interest defined in this register in respect of the parcel described in the register, subject to any discrepancy in the location, boundaries or extent of the parcel and subject to the overriding interests [Land Registration Act subsection 20(1)].

No representations whatsoever are made as to the validity or effect of recorded documents listed in this parcel register. The description of the parcel is not conclusive as to the location, boundaries or extent of the parcel [Land Registration Act subsection 21(1)].

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