

**FORM 49**  
[RULE 13.19]

CLERK'S STAMP

COURT FILE NUMBER 2001-07942  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C. 1985,  
c. C-36, as amended**

**AND IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF KORITE  
INTERNATIONAL INC.**

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer  
Telephone No.: 403-298-3323  
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Client File No.: 76784.6

**AFFIDAVIT NO. 7 OF TIM A. BOWMAN**

**Sworn on December 3, 2020**

I, Tim A. Bowman, of Toronto, Ontario, SWEAR AND SAY THAT:

1. I am the Chairman and sole director of Korite International Inc. ("**Korite**" or the "**Applicant**") and as such I have personal knowledge of the matters hereinafter deposed to, save where stated to be based on information and belief, in which case I verily believe the same to be true.

2. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.

## **I. BACKGROUND**

3. On June 30, 2020, the Honourable Madam Justice Horner of the Alberta Court of Queen's Bench (the "**Court**") granted the Applicant protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") by granting an order, filed the same day (the "**Initial Order**"), which granted a stay of proceedings until and including July 10, 2020 (the "**Stay Period**").
4. In support of the Initial Order, the Applicant filed my Affidavit sworn June 24, 2020 (the "**Bowman Affidavit No. 1**") and my Affidavit No. 2 sworn June 29, 2020 (the "**Bowman Affidavit No. 2**").
5. On July 9, 2020, the Honourable Madam Justice B.E.C. Romaine of the Court granted the Applicant additional relief under the CCAA pursuant to an amended and restated Initial Order (the "**ARIO**"), pursuant to which the Stay Period was extended until and including September 23, 2020.
6. In support of the ARIO, the Applicant filed my Affidavit No. 3, sworn July 3, 2020 (the "**Bowman Affidavit No. 3**").
7. On July 21, 2020, the Honourable Madam Justice G. A. Campbell of the Court granted the Applicant a second amended and restated Initial Order (the "**SARIO**"), pursuant to which the Stay Period remained extended until and including September 23, 2020. Madam Justice Campbell also granted an order (the "**SISP Order**") approving a sale and investment solicitation process ("**SISP**") and appointed Assurgo Enterprises Inc. ("**Assurgo**") as the sales agent to carry out the SISP.
8. In support of the SARIO and the SISP Order, the Applicant filed my Affidavit No. 4, sworn July 15, 2020 (the "**Bowman Affidavit No. 4**").
9. On September 23, 2020, the Honourable Madam Justice G. A. Campbell of the Court granted the Applicant a third amended and restated Initial Order (the "**TARIO**") pursuant

to which, among other things, the Stay Period was further extended until and including November 6, 2020.

10. In support of the TARIO, the Applicant filed my Affidavit No. 5, sworn September 14, 2020 (the "**Bowman Affidavit No. 5**").
11. On November 5, 2020, the Honourable Madam Justice K. M. Horner of the Court granted the Applicant an extension of the Stay Period up to and including December 11, 2020 (the "**November 5 Stay Extension Order**").
12. In support of the November 5 Stay Extension Order, the Applicant filed my Affidavit No. 6, sworn October 26, 2020 (the "**Bowman Affidavit No. 6**", and together with the Bowman Affidavit No. 1, the Bowman Affidavit No. 2, the Bowman Affidavit No. 3, the Bowman Affidavit No. 4 and the Bowman Affidavit No. 5, collectively the "**Bowman Affidavits**").
13. All capitalized terms used but not defined in this Affidavit are intended to bear their meanings as defined in the Bowman Affidavits.
14. The relevant background and circumstances giving rise to the Applicant's commencement of these proceedings pursuant to the CCAA (the "**CCAA Proceedings**") are contained in the Bowman Affidavits and are not repeated here.
15. This Affidavit is made in support of an Application by Korite for:
  - (a) an order further extending the Stay Period to and including January 22, 2021 (the "**Stay Extension Order**");
  - (b) an approval and vesting order in relation to a going-concern transaction for the business and assets of Korite (the "**AVO**");
  - (c) an assignment order, in relation to contracts to be assumed by and assigned to the purchaser of the business and assets of Korite (the "**Assignment Order**");
  - (d) a distribution order, authorizing distribution of the proceeds of the proposed sale (the "**Distribution Order**");

- (e) an order discharging the Monitor, BDO Canada Limited, and terminating these CCAA proceedings, upon the Monitor certifying that all steps to complete these CCAA proceedings have been completed (the "**Discharge and Termination Order**"); and
- (f) a sealing order with respect to confidential exhibits to this Affidavit and a confidential supplement to the Fifth Report of the Monitor, to be filed (the "**Sealing Order**").

16. I am advised by the Monitor and do verily believe that the Monitor supports this Application.

## **II. PROGRESS OF THE SISP**

17. I am advised by the Monitor and Assurgo that the SISP was carried out in accordance with its terms, which were approved by this Honourable Court by way of the SISP Order on July 21, 2020. The relevant details in that regard are set out in the Fifth Bowman Affidavit and the Sixth Bowman Affidavit and are not repeated here.

18. I am advised by Zsolt Chirvaiu of Assurgo that in accordance with the SISP, by August 12, 2020, the Confidential Information Memorandum prepared by Assurgo (the "**CIM**") was loaded into the virtual data room, access to which was provided to all Potential Bidders (as defined in the SISP) that entered into a confidentiality agreement in accordance with the SISP. The CIM states that certain members of Korite's senior management team are interested in engaging in discussions with shortlisted qualified bidders with the objective of reaching terms under which management can participate in the ongoing operations of the business with a potential purchaser, through continued employment or participation in ownership. The CIM also expressly states that no attempt should be made by potential bidders to contact any representatives or employees of Korite, and that all communications, inquiries and requests for information relating to the CIM or to a possible transaction involving the acquisition of the business or property of Korite should be addressed to Assurgo.

19. I am advised by Zsolt Chirvaiu of Assurgo and do believe that all Qualified Bidders (as defined in the SISP) that requested to meet with Korite's management team or for site visits or inspections at Korite's premises were given the opportunity to do so, in accordance with section 31 of the SISP.
  
20. In consideration of the interest of certain members of the management team in participating with a potential purchaser of Korite's business and/or assets, the SISP was designed to ensure that any such members of the management team were not involved in reviewing bids submitted pursuant to the SISP. Similar precautions were taken with respect to Canadian Imperial Bank of Commerce ("**CIBC**"), as a secured creditor of Korite, participating in the SISP, whether directly or indirectly as a lender or financier. I am advised by Assurgo and do believe that on or about October 1, 2020, CIBC requested that Assurgo offer to all Qualified Bidders (as defined in the SISP) that CIBC would consider financing potential bidders, and that Assurgo communicated this to all Qualified Bidders on that same date. In particular, sections 48 to 53 of the SISP (a copy of which is attached to the SISP Order) set out that, among other things:
  - (a) until such time as any director, officer, employee or representative of Korite (the "**Insider Bidder**") has: (i) irrevocably declared his or her intention not to submit a bid; (ii) his or her bid has been irrevocably disqualified under the SISP; or (iii) his or her bid has been irrevocably determined not to be the Winning Bid or the Backup Bid (as those terms are defined in the SISP), such Insider Bidder:
    - (i) shall only receive information regarding the SISP in keeping with his or her capacity as a Potential Bidder (as defined in the SISP);
    - (ii) shall not participate in the SISP as a representative of Korite unless the Monitor, in its sole discretion, determines that information or participation from the Insider Bidder is required for the facilitation of the SISP, with such participation being under the supervision of the Monitor; and
    - (iii) shall receive no information whatsoever regarding other bids in the SISP;

- (b) notwithstanding any other provision of the SISP, until such time as CIBC has:
    - (i) irrevocably declared its intention not to be a lender or financier, directly or indirectly, of any bidders in the SISP; (ii) all bids financed by CIBC, directly or indirectly, have been irrevocably disqualified under the SISP; or (iii) all bids financed by CIBC, directly or indirectly, have been irrevocably determined not to be the Winning Bid or the Backup Bid (as defined in the SISP), CIBC:
      - (i) shall only receive information regarding the SISP, including bids, as determined by the Monitor, in its sole discretion, including the establishment and enforcement of mechanisms to ensure that any individuals in CIBC involved with providing financing for one or more bids shall receive no information whatsoever regarding other bids in the SISP.
21. I am advised by Mr. Chirvaiu of Assurgo and by the Monitor and do believe, based on that advice and from my own involvement on behalf of Korite in reviewing bids submitted pursuant to the SISP, that sections 48 to 53 of the SISP were adhered to.
22. The timeline pursuant to the SISP originally contemplated a final bid deadline of October 9, 2020 (the "**Final Bid Deadline**"), and a final agreement deadline of October 16, 2020 (the "**Final Agreement Deadline**"), with Korite's application to this Court for approval of the contemplated transaction as soon as reasonably practicable thereafter, and closing of a successful transaction(s) within ten days of the approval order becoming a final order.
23. Pursuant to sections 32 and 38 of the SISP, on the recommendation of Assurgo, and with the support of CIBC and the Vendor Creditors' Representative, on or around October 7, 2020, the Applicant and the Monitor extended:
- (a) the Final Bid Deadline to October 19, 2020 (the "**Extended Final Bid Deadline**");  
and
  - (b) the Final Agreement Deadline to October 30, 2020 (the "**Extended Final Agreement Deadline**").

24. I am advised by Assurgo and the Monitor and do believe that on October 9, 2020, Assurgo informed the Monitor that one of the bidders had approached management with the possibility of involving them in their bid. After confirming that Assurgo was not aware of any other bidder intending to have me participate in their bids, and upon my confirming that I did not intend to participate in any bids, the Monitor determined on October 14, 2020 that, going forward, I would be the only representative of Korite involved in reviewing and considering bids, and that the other members of the management team would be considered Insider Bidders within the meaning of the SISP. Attached hereto as **Exhibit "1"** is a true copy of an email from the Monitor to me, Assurgo, the Monitor's counsel, and the members of Korite's management team.
25. Multiple competitive bids were received by the Extended Final Bid Deadline. In accordance with the SISP, the bids were provided to Korite, the Monitor, CIBC and the Vendor Creditors' Representative for review. Subsequent to the Extended Final Bid Deadline, Assurgo facilitated the analysis and clarification of those bids and discussions with the bidders, CIBC, the Vendor Creditors' Representative, Korite and the Monitor.
26. On or around about October 26, 2020, in accordance with section 38 of the SISP, Korite, Assurgo, the Monitor, CIBC and the Vendor Creditors' Representative agreed to further extend the Extended Final Agreement Deadline to November 26, 2020.
27. On or about November 11, 2020, Assurgo received a further bid from one of the bidders that had submitted a bid by the Extended Final Bid Deadline (the "**Additional Bid**"). Assurgo provided the Additional Bid to Korite, the Monitor, CIBC and the Vendor Creditors' Representative for review.
28. Attached hereto as **Confidential Exhibit "2"** are true copies of summaries, prepared by Assurgo, of the bids received by the Extended Final Bid Deadline and of the Additional Bid. As Confidential Exhibit "2" contains confidential and commercially sensitive information that could adversely affect Korite and its stakeholders in the event that the proposed transaction does not close, Korite seeks a sealing order over Confidential Exhibit "2".

29. On or about November 26, 2020, in accordance with section 38 of the SISP, the Applicant, the Monitor, CIBC and the Vendor Creditors' Representative agreed to further extend the Extended Final Agreement Deadline to December 1, 2020 (the "**Further Extended Final Agreement Deadline**") to permit sufficient time for Korite to undertake and conclude, in a manner that promotes the best interests of Korite and all of its stakeholders, negotiation and execution of a purchase agreement for the sale of Korite's business as a going concern.
30. Since the Extended Final Bid Deadline Korite, the Monitor, Assurgo, and CIBC have engaged in extensive negotiations of an asset purchase agreement with the purchaser.

### **III. THE TRANSACTION**

31. On December 1, 2020, Korite entered into an asset purchase agreement (the "**APA**") with Korite International Limited Partnership, by its general partner, Korite International GP Inc. (the "**Purchaser**"), for the purchase and sale of Korite's business as a going concern (the "**Transaction**"). It is a condition of the APA that an approval and vesting order in relation to the Transaction be granted by this Court.
32. Attached hereto as **Exhibit "3"** is a true copy of the APA, redacted as to the purchase price (including the mechanism by which the purchase price is determined) and as to confidential personal information of individuals identified therein. Attached hereto as **Confidential Exhibit "4"** is a true, unredacted copy of the APA.
33. As Confidential Exhibit "4" contains confidential and commercially sensitive information that could adversely affect Korite and its stakeholders in the event that the proposed Transaction does not close, as well as confidential personal information, Korite seeks a sealing order over Confidential Exhibit "4".
34. The process leading to the proposed Transaction was the SISP as approved by this Court in the SISP Order. The Monitor, CIBC, and the Vendor Creditors all supported the application for the SISP Order; no parties objected to that application.

35. I am advised by the Monitor and do verily believe that the Monitor supports the proposed Transaction, and is of the opinion that the proposed Transaction would be more beneficial to the creditors of Korite than a sale or disposition under a bankruptcy.
36. I am advised by Assurgo that creditors, including CIBC and the Vendor Creditors' Representative, were consulted and actively engaged with respect to and during the SISP, as contemplated by the SISP Order. I am advised by Assurgo that all bids received through the SISP were provided to CIBC and to the Vendor Creditors' Representative, in accordance with the terms of the SISP (including in accordance with section 52 of the SISP, as referenced above).
37. In consideration of the competitive and confidential negotiated bid process undertaken by Korite through the SISP, and the multiple competitive bids received by way of that process, it is my opinion that the consideration to be received from the assets pursuant to the APA is reasonable and fair, taking into account that the SISP was conducted in accordance with its terms.
38. CIBC, which, based on the results of the SISP, is Korite's senior secured creditor, is supportive of the proposed Transaction, notwithstanding that CIBC will not be repaid in full as a result of the Transaction.
39. Given that the Transaction is a going concern sale of substantially all of Korite's assets and business, it is a positive outcome for many of Korite's counterparties and other parties with which Korite has commercial relationships.
40. Further, the proposed Transaction contemplates that most, if not all, of Korite's 17 current employees will be offered employment by the Purchaser, and as such, the Transaction preserves jobs and is a positive outcome for the majority of Korite's current employees.
41. I am advised by David Lui, the President and Chief Executive Officer of Korite, that he is, on a limited minority basis, participating in the Purchaser's financing of the Transaction. Other than Mr. Lui's involvement, the Purchaser is not otherwise a related person to Korite, as defined in subsection 36(5) of the CCAA.

42. As set out in the Bowman Affidavit No. 5, the Bowman Affidavit No. 6, and this Affidavit, the SISP was carried out in accordance with the terms of the SISP Order. As a result, I believe that good faith efforts were made to sell the assets of Korite to persons who are not related to Korite.
43. I believe that the safeguards adopted by Korite, Assurgo and the Monitor to ensure that a related party transaction is in the best interests of the stakeholders of Korite mitigated any risk to Korite's assets and business associated with a related party transaction.
44. I am the sole director of Korite and I have approved the Transaction. Attached hereto as **Exhibit "5"** is a true copy of the resolution approving the Transaction (redacted as to the purchase price).

#### **IV. ASSIGNMENT OF ASSUMED CONTRACTS**

45. The APA contemplates the assignment of Assumed Contracts (as defined in the APA) to the Purchaser.
46. As far as I am aware, none of the Assumed Contracts are (a) an agreement entered into on or after the day on which the CCAA proceedings commenced; (b) an eligible financial contract; or (c) a collective agreement, other than the contract with Raydius Digital which was entered into after the day the CCAA proceedings commenced.
47. I am advised by the Monitor and do believe that the Monitor approves the assignment of the Assumed Contracts.
48. I believe that the Purchaser is able to perform the obligations under the Assumed Contracts, but have no personal knowledge thereof. The parent company of the general partner of the Purchaser is Clear North Capital Holdings Inc. ("CNC"), which is an experienced and successful private equity investor in lower mid-market private companies throughout North America. CNC has provided a parental guarantee of the Purchaser's representations, warranties, covenants, obligations and liabilities contained in the APA, to a maximum of \$75,000, to Korite as part of the APA.

49. Based on the books and records of Korite, it is not anticipated that there will be any monetary defaults that need to be cured under the Assumed Contracts. Any and all monetary defaults in relation to the Assumed Contracts have been or will be remedied before the closing of the Transaction.
50. I believe it is appropriate to assign the rights and obligations under the Assumed Contracts to the Purchaser. Such assignments will allow for the Assumed Contracts to be continued, by way of the Purchaser performing the obligations thereunder, which, in my view, will benefit the counterparties to the Assumed Contracts.
51. The proposed Assignment Order also provides a mechanism for the assignment of Additional Assumed Contracts (as defined in the proposed Assignment Order), in the event that Korite has any additional contracts that the Purchaser wishes to assume that have not already been identified in the APA as Assumed Contracts. That mechanism includes processes for notice of the proposed assignment to the counterparty to the Additional Assumed Contract in question, and for the counterparty to object to the assignment, in which case Korite can apply to the Court for resolution of the objection.

## **V. DISTRIBUTIONS**

52. CIBC is Korite's senior secured creditor.
53. In the event that this Honourable Court approves the application for the Approval and Vesting Order, Korite seeks an Order permitting the Purchaser (upon the direction of the Monitor and Korite) and the Monitor to distribute the net sale proceeds from the Transaction, to satisfy payment of the Closing Costs (as defined in the APA) and to CIBC in an amount not to exceed the maximum amount owed by Korite to CIBC pursuant to the credit agreement dated August 31, 2015, as amended, between CIBC and Korite Minerals Ltd. and Canada Fossils Ltd., amalgamation predecessors of Korite (the "**Credit Agreement**").
54. I am advised by the Monitor and do believe the Monitor has received an opinion from its independent legal counsel that CIBC's security is valid and enforceable in accordance with its terms.

## **VI. STAY EXTENSION**

55. Since the granting of the Initial Order, Korite has been working diligently and in good faith toward a restructuring of its affairs for the benefit of its stakeholders. This work has taken place in conjunction with and under the supervision of the Monitor, and in consultation with the stakeholders of Korite, CIBC and the Vendor Creditors. Among other things, Korite and/or its counsel has:
- (a) cooperated with the Monitor to facilitate its monitoring of Korite's business and operations;
  - (b) communicated with various stakeholder groups and/or their advisors, including counsel for CIBC, counsel for the Vendor Creditors, trade creditors, employees, contractors and others;
  - (c) worked with the Monitor and with Assurgo to pursue the SISP; and
  - (d) continued to operate and manage the business and operations of Korite in the ordinary course, subject to the terms of the Initial Order, as amended.
56. The requested stay extension is necessary to permit Korite and the Purchaser to close the Transaction and for Korite and the Monitor to attend to any post-closing matters. I have been advised that the Monitor supports the requested extension of the Stay Period.
57. While Korite anticipates that (subject to Court approval of the AVO) closing of the Transaction will occur on or about December 15, 2020, the requested stay extension to January 22, 2021 will allow for closing of the Transaction and for Korite and the Monitor to attend to any post-closing matters.
58. Further, the proposed Discharge and Termination Order, if granted, permits the Monitor to be discharged and to terminate these CCAA proceedings upon the filing of a certificate, in the event the CCAA proceedings can be terminated in advance of January 22, 2021.
59. I believe that Korite has been acting in good faith and with due diligence in these proceedings. I believe it is in the best interests of Korite and all of its stakeholders that the

Stay Period be extended to January 22, 2021, and that such an extension is appropriate in the circumstances. I am not aware of any material prejudice to any of Korite's creditors as a result of the proposed extension of the Stay Period.

## **VII. CASH FLOW PROJECTIONS**

60. Attached as **Exhibit "6"** is a true copy of the cash flow forecast for the period from November 29, 2020 to December 19, 2020.
61. Korite's cash flow forecast projects that it will have sufficient cash to fund its projected operating costs until the week of December 13, 2020, in the circumstances where closing of the Transaction is expected to occur on or about December 15, 2020. Upon closing, Korite will not have any ongoing business or operations.
62. The Monitor has reviewed the cash flow forecast and, I understand, is supportive of the same. I expect that the Monitor will report on the forecast in the Monitor's Fifth Report.

## **VIII. DISCHARGE OF MONITOR AND TERMINATION OF CCAA PROCEEDINGS**

63. The proceeds of the Transaction will be insufficient to fully repay Korite's first-priority secured creditor, CIBC, pursuant to the Credit Agreement. Accordingly, a plan of compromise and arrangement pursuant to the CCAA is not warranted or feasible and, upon the Monitor making the said distributions, there is no further purpose or benefit from the CCAA Proceedings with respect to Korite.
64. Korite seeks an Order that upon the Monitor completing all steps required to complete the CCAA Proceedings (as evidenced by the Monitor filing a certificate certifying the same), the Monitor is discharged and released from any claims, and these CCAA Proceedings are terminated.

## **IX. SEALING ORDER**

65. Confidential Exhibit "2", Confidential Exhibit "4" (collectively, the "**Confidential Exhibits**"), and the Confidential Supplement to the Monitor's Fifth Report contain confidential and commercially sensitive information and, in the case of Confidential

Exhibit "4", personal information, that could adversely affect Korite and its stakeholders in the event that the proposed Transaction does not close.

66. A sealing order is necessary to prevent the Confidential Exhibits and the Confidential Supplement from being disclosed and jeopardizing the proposed Transaction, and the best interests of Korite and all of its stakeholders, and from disclosing confidential personal information of individuals mentioned in Confidential Exhibit "4". The sealing order sought is the least restrictive means possible to prevent disclosure of the confidential and commercially sensitive information in the Confidential Exhibits and the Confidential Supplement.

**X. CONCLUSION**

67. I swear this my Affidavit in support of an Application for the relief set out in the application filed herewith and for no other or improper purpose.

SWORN BEFORE ME )  
at Toronto, Ontario, this 3<sup>rd</sup> )  
day of December, 2020. )  
)  
\_\_\_\_\_)  
A Notary Public )  
in and for the Province of Ontario )  
)

\_\_\_\_\_  
**TIM A. BOWMAN**

THIS IS **EXHIBIT "1"**  
TO THE AFFIDAVIT NO. 7 OF TIM A. BOWMAN  
SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF DECEMBER, 2020

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TIM HENEGHAN  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO

**THIS IS CONFIDENTIAL EXHIBIT "2"**  
TO THE AFFIDAVIT NO. 7 OF TIM A. BOWMAN  
SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF DECEMBER, 2020

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TIM HENEGHAN  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO

THIS IS **EXHIBIT "3"**  
TO THE AFFIDAVIT NO. 7 OF TIM A. BOWMAN  
SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF DECEMBER, 2020

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TIM HENEGHAN  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO

**THIS IS CONFIDENTIAL EXHIBIT "4"**  
TO THE AFFIDAVIT NO. 7 OF TIM A. BOWMAN  
SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF DECEMBER, 2020

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TIM HENEGHAN  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO

THIS IS **EXHIBIT "5"**  
TO THE AFFIDAVIT NO. 7 OF TIM A. BOWMAN  
SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF DECEMBER, 2020

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TIM HENEGHAN  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO

THIS IS **EXHIBIT "6"**  
TO THE AFFIDAVIT NO. 7 OF TIM A. BOWMAN  
SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF DECEMBER, 2020

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TIM HENEGHAN  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ONTARIO