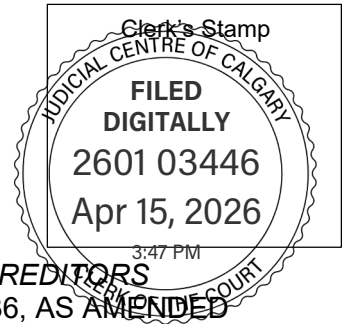


COURT FILE NUMBER 2601-03446
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED



AND IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS
LTD. AND RDFN FUM NATURAL PRODUCTS INC.

DOCUMENT **AFFIDAVIT #3 OF BRAEDEN PAULS**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Sean Collins, KC / Nathan Stewart / Samantha
Arbor
Tel: 403-260-3531 / 3534 / 3506
Fax: 403-260-3501
Email: scollins@mccarthy.ca / nstewart@mccarthy.ca /
sarbor@mccarthy.ca

AFFIDAVIT #3 OF BRAEDEN PAULS
Sworn on April 15, 2026

I, BRAEDEN PAULS, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am the Chief Executive Officer and a co-founder of RDFN FUM Natural Products Ltd. (“**FUM Canada**”) and RDFN FUM Natural Products Inc. (“**FUM US**”, FUM Canada and FUM US are collectively referred to as, the “**Applicants**”). I am a director and shareholder of FUM Canada and the sole director of FUM US. I have primary responsibility for the oversight of, and have been directly involved with the development of, the Applicants’ restructuring plan, including the filing of the NOIs (as defined below) and the commencement of the CCAA Proceedings (as defined below). Additionally, I have reviewed the books and records maintained by and in the possession of the Applicants in the ordinary course of business, relating to the matters discussed in this Affidavit. Based

on the aforementioned and, upon such review, I have personal knowledge of the matters deposed to herein except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.

2. On February 4, 2026 (the “**NOI Filing Date**”), the Applicants each filed a Notice of Intention to Make a Proposal (the “**NOIs**”) under and pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (such proceedings being, the “**Proposal Proceedings**”). Alvarez and Marsal Canada Inc. (“**A&M**”) was appointed to act as the proposal trustee of the Applicants in the Proposal Proceedings.
3. On March 2, 2026, the Honourable Justice J.T. Neilson granted an initial order (the “**Initial Order**”), in respect of the Applicants, in these proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). Among other things, the Initial Order: (i) continued the Applicants’ Proposal Proceedings under the CCAA; (ii) established a stay of proceedings (the “**Stay**”) against the Applicants for an initial period of ten (10) days (the “**Stay Period**”); and, (iii) appointed A&M as the monitor (when referred to in such capacity, the “**Monitor**”) of the Applicants.
4. On March 12, 2026, the Honourable Justice J.S. Little granted an Amended and Restated Initial Order (the “**ARIO**”), in respect of the Applicants. The ARIO, among other things, extended the Stay Period, to May 26, 2026.
5. Capitalized terms used in this affidavit (this “**Affidavit**”), but not otherwise defined, shall have the meanings ascribed to such terms in the affidavit I swore on February 23, 2026 (the “**Initial Affidavit**”), filed in the CCAA Proceedings.

Summary of Relief Sought

6. I am authorized to swear this Affidavit in support of an application (the “**Application**”) filed by the Applicants, seeking, among other relief:
 - (a) an order (the “**Stay Extension and Guarantor Stay Order**”), among other things:
 - (i) extending the Stay Period from May 26, 2026 to July 31, 2026;
 - (ii) extending the Stay, to include a stay of any claims against any of the former, current, or future directors, officers, or employees of the Applicants

(collectively, the “**Guarantee Stay Parties**”) with respect to any claim that arose prior to the NOI Filing Date, or relates in whole or in part to facts or matters in existence before the NOI Filing Date, which relates to any obligations of the Guarantee Stay Parties under or in connection with any guarantee, indemnity, suretyship, or other claim, contract, or agreement, by which any Guarantee Stay Party may be asserted or alleged to be liable for any obligations, liabilities, or indebtedness, of any Applicant(s) (collectively, the “**Guarantee Claims**”);

- (iii) declaring that any claims under the BDC Guarantee (as defined below) are Guarantee Claims against Guarantee Stay Parties and are subject to such Stay;
 - (iv) approving the Monitor’s actions, activities, and conduct, as set out in the reports filed by the Monitor; and,
 - (v) approving the accounts of the Monitor and the Monitor’s legal counsel, Osler, Hoskin & Harcourt LLP and Norton Rose Fulbright Canada LLP, for their respective fees and disbursements; and,
- (b) an order (the “**Claims Process Order**”) approving the Applicants’ proposed claims process attached as Appendix “**A**” to the proposed form of Claims Process Order (the “**Claims Process**”), for the determination of any and all claims asserted against the Applicants, and authorizing the Monitor and the Applicants to implement and carry out the Claims Process.
7. As described in the Initial Affidavit, the Applicants’ restructuring plan contemplates the preparation of one or more plans of arrangement, to be filed by one or both of the Applicants, within these CCAA Proceedings. The relief sought in the Application is intended to further the Applicants’ restructuring plan, by: (i) in the case of Claims Process, identifying all claims against the Applicants, to allow the Applicants to address same within these CCAA Proceedings; (ii) in the case of the extension of the Stay Period, providing additional time for the Applicants and the Monitor to engage with creditors and other stakeholders, advance the restructuring process, and carry out the Claims Process; and, (iii) in the case of the relief concerning Guarantee Claims, permit the Applicants’ Guarantee Stay Parties to devote their full attention to the restructuring process.

The Applicants' Activities Since the ARIO

8. The Applicants have continued to advance their restructuring since the granting of the ARIO, on March 12, 2026. Specifically, among other things, the Applicants' activities have included:
- (a) continuing to advance the Chapter 15 Proceedings (as defined below);
 - (b) engaging with the Applicants' professional advisors and the Monitor in relation to various cross-border matters arising in relation to the CCAA Proceedings and the Chapter 15 Proceedings, and other international operational matters, including with respect to the treatment of the Applicants' pre- and post-filing tax obligations in various jurisdictions and certain of the Applicants' insurance policies;
 - (c) engaging with the Applicants' professional advisors and the Monitor in relation to the formulation of a plan or plans of arrangement, including continuing in-progress preparatory work such as the preparation of a long-term financial forecast;
 - (d) engaging with various creditors and stakeholders, including, among others, contractual counterparties and other trade creditors, regarding the Applicants' CCAA Proceedings, post-filing credit and payment terms (including the resolution of certain post-filing credit issues with operationally critical advertising partners, as referred to in my previous affidavits filed in the CCAA Proceedings), the overall restructuring plan being advanced by the Applicants, and other matters;
 - (e) responding to questions and enquiries from creditors and stakeholders, concerning these CCAA Proceedings;
 - (f) engaging with the Monitor and certain creditors regarding potential disputes concerning their claims;
 - (g) working with the Monitor and the Applicants' professional advisors to prepare the Claims Process;
 - (h) working with the Monitor to prepare a Third Cash Flow Forecast (as defined below); and,
 - (i) carrying on operations in the ordinary course.

9. I verily believe that the Applicants have acted, and are continuing to act, in good faith and with due diligence.

Claims Process

10. In order to allow the Applicants to address the claims of their creditors as part of the within proceedings, the Applicants propose conducting the Claims Process.
11. The primary purpose of the Claims Process is to identify, quantify, and, if and when necessary, determine, all existing claims against the Applicants.
12. As described in the Initial Affidavit, the Applicants have a number of secured and unsecured creditors, some of which hold claims against both Applicants while others are creditors of only one of the Applicants. An overview of various known claims against the Applicants was included in the Initial Affidavit; which identified approximately USD\$1,937,000 in known secured claims, and approximately CAD\$2,406,938 and USD\$2,300,000 in known unsecured claims (including approximately CAD\$2,028,000 in unsecured claims, owed to various trade creditors).
13. The Applicants have a high level of confidence that the Applicants' books and records accurately describe the identities of their creditors and the quantum of their respective claims. However, the Applicants understand that at least two significant creditors dispute aspects of the characterization of their claims, as currently understood by the Applicants.
14. Obtaining certainty regarding the nature or characterization, priority status, and quantum of all claims, will be necessary to ensure that any plan(s) of arrangement are viable and represent a reasonable and fair compromise.
15. To promote efficiency and timeliness, the Applicants intend to continue advancing their restructuring plan, in parallel, while the Claims Process is ongoing. The proposed Claims Process would result in the identification, and potentially the resolution, of any disputed claims within the extended Stay Period. At present, the Applicants anticipate than any plan(s) of arrangement which may be proposed will incorporate terms addressing such disputed claims, depending upon the ultimate determination of such claims in connection with the Claims Process.

16. The Claims Process contemplates that any Persons asserting Claims will submit Proofs of Claim (each as defined in the Claims Process), and their Claims will be accepted, revised, or disallowed by the Monitor, and subsequently (if necessary) adjudicated upon.
17. Specifically, it is proposed that, pursuant to the Claims Process:¹
 - (a) the Monitor will publish a newspaper notice advertising the Claims Process (the **"Newspaper Notice"**), and will post a copy of the Claims Process Order and other relevant information on the website maintained by the Monitor in respect of the CCAA Proceedings (the **"Website"**);
 - (b) a **"Claims Package"** including the proof of claim form (a **"Proof of Claim"**), a letter containing instructions regarding the Claims Process (the **"Instruction Letter"**), and a copy of the Claims Process Order, will be sent to all known creditors of the Applicants (the **"Known Creditors"**);
 - (c) creditors must submit Proofs of Claim, on or before 5:00 p.m. (Mountain Time) on June 15, 2026 (the **"Claims Bar Date"**);
 - (d) the Monitor, in consultation with the Applicants, will review all Proofs of Claim submitted, and: (i) may attempt to consensually resolve the quantum or classification of any Proof of Claim prior to accepting, revising, or disallowing it; and, (ii) shall either accept the quantum and classification set forth in the Proof of Claim, or elect to revise or disallow the Proof of Claim, including with respect to the quantum, secured or unsecured status, priority, or any other aspect thereof, in which case the Monitor shall send a **"Notice of Revision or Disallowance"** to the Creditor;
 - (e) any person who wishes to dispute the Notice of Revision or Disallowance shall: (i) no later than seven (7) days following the date the Notice of Revision or Disallowance was delivered, deliver a **"Notice of Dispute"** to the Monitor setting out the particulars of the dispute; and, (ii) no later than fourteen (14) days following

¹ Capitalized or bolded terms used in the following list and not otherwise defined have the same meaning as ascribed to such terms in the form of Claims Process attached to the proposed form of Claims Process Order.

the delivery of the Notice of Dispute, file an application with the Court (a “**Creditor Application**”) supported by an affidavit setting out the basis for the dispute;

- (f) the Monitor, in consultation with the Applicants, may attempt to consensually resolve a Notice of Dispute and, if such Notice of Dispute is resolved with the consent of the Applicants and the person who submitted the Notice of Dispute, that person shall have a “**Proven Claim**” in the amount, quantum, and classification agreed upon;
- (g) any person who fails to submit a Proof of Claim by the Claims Bar Date shall be forever barred, estopped and enjoined from asserting such claim against the Applicants, and such claim will be forever extinguished, except as otherwise may be ordered by the Court; and,
- (h) any person who does not submit a Notice of Dispute and take the other requisite steps in relation to a Notice of Revision or Disallowance shall be deemed to have a Proven Claim in the amount set out in the Notice of Revision or Disallowance.

18. The proposed Claims Process contemplates, among other things, the following material dates or milestones:

Step	Date
Claims Package to be posted on Website	April 27, 2026
Claims Package to be sent to Known Creditors	April 30, 2026
Newspaper Notice to be published	April 30, 2026
Claims Bar Date	June 15, 2026
Deadline for delivery of a Notice of Dispute	Seven (7) days following the date the Notice of Revision or Disallowance was delivered

Filing of a Creditor Application and affidavit

Fourteen (14) days following the date the Notice of Dispute was delivered

Creditor Applications

To be scheduled on a date consented to by the Monitor

BDC Guarantee and Stay Against Guarantee Claims

Background

19. As described in the Initial Affidavit:
 - (a) FUM Canada is the borrower under a Letter of Offer, dated August 15, 2024 (the “**BDC Loan Agreement**”), pursuant to which Business Development Bank of Canada (“**BDC**”) advanced, to FUM Canada, an unsecured term loan (the “**BDC Loan**”) denominated in Canadian Dollars. A true copy of the BDC Loan Agreement was attached to the Initial Affidavit as Exhibit “P” thereto;
 - (b) as at the NOI Filing Date, BDC was owed approximately CAD\$312,000 in respect of the BDC Loan; and,
 - (c) the BDC Loan is guaranteed by myself, Daniel Ogden (“**Daniel**”), and Josiah Pauls (“**Josiah**”, Daniel, Josiah, and myself, are collectively referred to as, the “**Personal Guarantors**”), pursuant to a guarantee, dated August 22, 2024 (the “**BDC Guarantee**”). A true copy of the BDC Guarantee was attached to the Initial Affidavit as Exhibit “Q” thereto, and is attached hereto and marked as **Exhibit “A”** to this, my Affidavit.
20. The payments in respect of the BDC Loan were historically made by way of automated, pre-authorized debit (“**PAD**”) drawn upon FUM Canada’s primary bank account. This payment method has also been used by FUM Canada in respect of other payment obligations.
21. Following the NOI Filing Date, in order to ensure compliance with the stay of proceedings under the NOI, FUM Canada requested that its bank cancel or terminate all outstanding

PADs that related to pre-filing debts. However, the cancellation of the PAD in respect of the BDC Loan appears not to have been completed.

22. As a result, BDC inadvertently received payments in respect of the BDC Loan, following the NOI Filing Date, by way of: (i) a PAD in the amount of CAD\$5,967.04, processed on March 2, 2026; and, (ii) a PAD in the amount of CAD\$6,133.97, processed on April 1, 2026 (collectively, the “**Post-Filing PADs**”).
23. Following discovery of the processing of the Post-Filing PADs:
 - (a) on April 8, 2026, I contacted the BDC account representative who is responsible for managing the BDC Loan, by email, to request that the Post-Filing PADs be returned to FUM Canada in order to comply with the Stay; and,
 - (b) on April 9, 2026, BDC’s representative replied to advise that the Post-Filing PADs would be returned, but “since the borrower has entered into CCAA, if the payments are not resolved, the bank will proceed to demand the loan against the guarantors”.

A true copy of an excerpt of the email chain containing the above-referenced emails is attached hereto and marked as **Exhibit “B”** to this, my Affidavit.

Guarantee Enforcement Matters

24. Each of the Personal Guarantors is an employee or director of FUM Canada. Specifically, the Personal Guarantors’ roles with FUM Canada are as follows:
 - (a) I am the Chief Executive Officer of FUM Canada, and have primary responsibility for the Applicants’ leadership and operations, as well as the Applicants’ restructuring within these CCAA Proceedings. I am also a director of FUM Canada;
 - (b) Daniel is the Chief Marketing Officer of FUM Canada, and has primary responsibility for marketing efforts. As described in the Initial Affidavit, digital marketing is a critical aspect of FUM Canada’s business, the primary form of advertising for FUM Canada’s products, and an important revenue driver. Accordingly, Daniel plays a key role in customer acquisition; and,
 - (c) Josiah is a graphic designer employed by FUM Canada, and also plays an important role in customer relations and customer retention matters, including

managing a significant part of FUM Canada's customer-facing emails. At present, Josiah is on paternity leave, but the Applicants consider him to be an important member of the operations team. Josiah is also a director of FUM Canada.

25. To my knowledge, BDC has not yet commenced any steps to realize upon the BDC Guarantee. However, based upon the email correspondence received from BDC, it appears that BDC has expressed its intention to do so in the near term.
26. As described herein, the Applicants are continuing to act in good faith and with due diligence in these CCAA Proceedings. The Applicants have requested the relief concerning the Stay of Guarantee Claims to facilitate the restructuring process.
27. The prospect of enforcement of the BDC Guarantee risks diverting the attention of key employees and management at a critical point in the Applicants' restructuring. A successful resolution to these CCAA Proceedings will require the active, committed involvement of the Guarantee Stay Parties, including, but not limited to, the Personal Guarantors, in order to carry on the Applicants' businesses for the benefit of their stakeholders. In particular, the Applicants' continued ordinary course operations are reliant on the strategic oversight, marketing and customer acquisition, and customer retention functions performed by the Personal Guarantors; including as the Applicants' business is heavily dependent upon direct to consumer sales and continuous digital marketing.
28. Further, the extension of the Stay to include Guarantee Claims is requested to be coterminous with the Stay Period in respect of the Applicants, so that the Stay will continue in effect only for the period during which it will serve the purpose of ensuring that the Guarantee Stay Parties can focus on the restructuring process.
29. Accordingly, the extension of the Stay to address Guarantee Claims is respectfully requested in order to provide the Applicants with breathing room during the Stay Period.
30. While BDC is the only known creditor holding an executed guarantee agreement, the Amex Loan Agreement (a true copy of which was attached to the Initial Affidavit as Exhibit "R" thereto) includes certain terms which appear to contemplate an indemnity or personal guarantee given on behalf of the person signing the Amex Loan Agreement for FUM Canada; *i.e.* myself. The Applicants have not completed review of all of their agreements with trade creditors to assess whether any such agreements may contain similar terms.

However, as it appears that there is at least one other potential Guarantee Claim, under the Amex Loan Agreement, the proposed relief in respect of Guarantee Claims has been framed broadly, to capture any such claims which may be asserted, against any Guarantee Stay Parties, regardless of whether such claim relates to an obligation of FUM Canada or FUM US, for the same reasons as set forth above in relation to the BDC Guarantee.

Third Cash Flow Forecast

31. With the assistance of the Monitor and the Applicants' professional advisors, the Applicants are in the process of preparing a revised cash flow forecast (the "**Third Cash Flow Forecast**"). The Applicants are continuing to finalize the Third Cash Flow Forecast, which is anticipated to be filed in the CCAA Proceedings once it is available, in advance of the Application.

Extension of Stay Period

32. The Stay Period is currently set to expire on May 26, 2026.
33. The Applicants seek the approval of an extension of the Stay Period, up to and until July 31, 2026. The extension of the Stay Period is critical to the Applicants' ability to continue their restructuring on a going concern basis.
34. Specifically, the requested extension of the Stay Period is intended to provide the Applicants with sufficient time to:
 - (a) assist the Monitor in carrying out the Claims Process, if approved by this Honourable Court;
 - (b) continue advancing their restructuring plan, including by engaging with creditors and stakeholders and preparing a plan or plans of arrangement, as may be applicable;
 - (c) engage with creditors concerning any proposed plan or plans of arrangement;
 - (d) if permitted by timing, seek Court approval of a meeting order in respect of such plan or plans of arrangement; and,

(e) operate in the ordinary course of business.

35. The Third Cash Flow Forecast is anticipated to demonstrate that the Applicants have sufficient liquidity to satisfy their post-filing obligations as they come due. I do not believe that any creditor is likely to be materially prejudiced by the requested extension of the Stay Period.

Update Regarding Chapter 15 Proceedings

36. As described in the Initial Affidavit and the affidavit I swore on March 15, 2026, filed in the CCAA Proceedings: (i) the Applicants each filed various documents to commence proceedings under Chapter 15 of the *U.S. Bankruptcy Code* (the "**Chapter 15 Proceedings**"), on February 19, 2026; and, (ii) the United States Bankruptcy Court, District of Nevada (the "**US Bankruptcy Court**"), granted motions by the Applicants seeking certain provisional relief, on February 24, 2026.

37. On March 24, 2026, the US Bankruptcy Court granted two orders in relation to motions by the Applicants seeking final post-recognition relief within the Chapter 15 Proceedings (the "**Order for Chapter 15 Recognition and Final Relief**") and the joint administration of the Applicants' estates (the "**Joint Administration Orders**"). True copies of the entered Order for Chapter 15 Recognition and Final Relief, and the entered Joint Administration Orders, are attached hereto and collectively marked as **Exhibit "C"** to this, my Affidavit.

Conclusion

38. I make this Affidavit in support of the Application, for the purposes described in paragraph 6, and not for any other or improper purpose.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
15th day of April, 2026.)



A COMMISSIONER FOR OATHS)
in and for Alberta)



BRAEDEN PAULS

**Raye Willms
Student-At-Law**

This is Exhibit "A" referred to in the Affidavit #3 of Braeden Pauls
sworn before me this 15th day of April, 2026.

A handwritten signature in blue ink, appearing to be 'Ri', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Raye Willms
Student-At-Law



GUARANTEE

The Business Development Bank of Canada ("BDC") has agreed to make a loan of \$350,000.00, account number 282742-01 (the "Loan"), to "RDFN FUM Natural Products Ltd." (the "Borrower") according to the terms of the letter of offer dated August 15, 2024 (the "Letter of Offer") and the guarantor(s) agree(s) to guarantee the obligations of the Borrower under the Loan.

Each party signing below (the "Guarantor"), on a joint and several basis, unconditionally guarantees payment to BDC of 100 % of all amounts owing by the Borrower under the Loan at the date BDC demands the Loan, together with interest from the date of demand plus fees and costs incurred by BDC in the enforcement of this Guarantee.

This guarantee extends to all future advances and readvances of the Loan.

The Guarantor warrants that there are no agreements, representations and conditions that have been relied upon by the Guarantor that are not expressed in this Guarantee. Furthermore, the Guarantor shall not rely upon any representation made by BDC in respect of the liability of the Guarantor under this Guarantee unless such representation is in writing executed by BDC and no agreement has the effect of diminishing or discharging the liability of the Guarantor under this Guarantee unless the agreement is in writing and executed by BDC.

This obligation to pay will not be reduced or discharged for any reason, including, without limitation:

- The giving of time or other indulgences to the Borrower.
- Changes to the Loan terms and conditions including changes in the rate of interest or repayment terms.
- Amendments or extensions or renewals to the Letter of Offer and this Guarantee.
- Any agreement or compromise that has the effect of diminishing or extinguishing the liability of the Borrower.
- Any other event, circumstance or fact, including without limitation, any act or omission (whether negligent or otherwise), of BDC or the Borrower, which would, at law or at equity, constitute or give rise to a defence to this Guarantee.
- Failure of BDC to seek recourse against the Borrower.
- The release of any obligation to pay including the obligation of any Guarantor. If more than one person guarantees any of the obligations of the Borrower to BDC under this Guarantee, BDC may release any Guarantor without reducing or discharging the liability of any remaining Guarantor.

The Guarantor's liability under this Guarantee will continue until all liabilities of the Borrower under the Loan are repaid in full. By signing below the Guarantor acknowledges having read and understood this Guarantee and has either obtained independent legal advice in connection with this Guarantee or has voluntarily determined not to seek such independent legal advice. This guarantee may be signed in counterparts, each of which shall be deemed an original.

Signed this 22 day of August 2024.

Signature of Witness:

Etiani

Print witness name: Elizabeth Abidogun

Address: #303 – 8 Varsity Estates Circle NW
Calgary, Alberta, T3A 2Z3
587-333-4409

Signature of Guarantor: Braeden Wesley Pauls

Braeden Wesley Pauls

Signed this 22 day of August 2024.

Signature of Witness:

Etiani

Print witness name: Elizabeth Abidogun

Address: #303 – 8 Varsity Estates Circle NW
Calgary, Alberta, T3A 2Z3
587-333-4409

Signature of Guarantor: Daniel David Ogden

Daniel David Ogden

Signed this 22nd day of Aug 2024.

Signature of Witness:

[Handwritten signature]

Print witness name:

Signature of Guarantor:

[Handwritten signature]

Josiah John Pauls

Address:

JAMES G. SPENCER
Notary Public
Saskatchewan
Expires 31 / 10 / 2027

1101 - 2nd Ave SE - Suite 201
Swift Current, SK
S9H 5M6

FORM

**GUARANTEES ACKNOWLEDGMENT ACT
(Section 3)**

CERTIFICATE

I HEREBY CERTIFY THAT:

1. **BRAEDEN WESLEY PAULS**, one of the Guarantors in the guarantee dated 22 August 2024 2024, made between BUSINESS DEVELOPMENT BANK OF CANADA and **BRAEDEN WESLEY PAULS, DANIEL DAVID OGDEN AND JOSIAH JOHN PAULS** which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Elizabeth Abidogun, Lawyer, at the City of Calgary, in the Province of Alberta, this 22 day of Aug, 2024.



ELIZABETH ABIDOGUN
Barrister, Solicitor and Notary Public
in and for the Province of Alberta

Etubi

Signature

I declare that I am a lawyer entitled to practice law in the jurisdiction in which this certificate has been executed

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Braeden Wesley Pauls
Braeden Wesley Pauls

CHECKLIST FOR COMPLETION OF THIS FORM

(does not form part of prescribed form)

- ensure** the related guarantee is signed and dated prior to this Certificate and after the Letter of Offer
- complete** paragraph 1 of this Certificate using the guarantee date, **not** the date of the Letter of Offer
- date** the Certified section in this Certificate using the date it is signed by the certifying lawyer
- print or stamp** the name of the certifying lawyer beneath the lawyer's signature in the Certified section
- attach** this Certificate to the related guarantee
- deliver** the signed Certificate and related guarantee to BDC – both must have original ink signatures

FORM
GUARANTEES ACKNOWLEDGMENT ACT
 (Section 3)
CERTIFICATE

I HEREBY CERTIFY THAT:

1. **DANIEL DAVID OGDEN**, one of the Guarantors in the guarantee dated August 22, 2024, 2024, made between BUSINESS DEVELOPMENT BANK OF CANADA and **BRAEDEN WESLEY PAULS, DANIEL DAVID OGDEN AND JOSIAH JOHN PAULS** which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Elizabeth Abidogun Lawyer, at the City of Calgary, in the Province of Alberta, this 22 day of Aug, 2024.



ELIZABETH ABIDOGUN

Barrister, Solicitor and Notary Public
 in and for the Province of Alberta

Etiaah
 Signature

I declare that I am a lawyer entitled to practice law in the jurisdiction in which this certificate has been executed

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Daniel David Ogden
 Daniel David Ogden

CHECKLIST FOR COMPLETION OF THIS FORM

(does not form part of prescribed form)

- ensure** the related guarantee is signed and dated prior to this Certificate and after the Letter of Offer
- complete** paragraph 1 of this Certificate using the guarantee date, **not** the date of the Letter of Offer
- date** the Certified section in this Certificate using the date it is signed by the certifying lawyer
- print or stamp** the name of the certifying lawyer beneath the lawyer's signature in the Certified section
- attach** this Certificate to the related guarantee
- deliver** the signed Certificate and related guarantee to BDC – both must have original ink signatures

FORM
GUARANTEES ACKNOWLEDGMENT ACT
(Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. **JOSIAH JOHN PAULS**, one of the Guarantors in the guarantee dated Aug 22nd, 2024, made between BUSINESS DEVELOPMENT BANK OF CANADA and **BRAEDEN WESLEY PAULS, DANIEL DAVID OGDEN AND JOSIAH JOHN PAULS** which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Notary Public, SK P., Lawyer, at the city of Swift Current, in the Province of Saskatchewan, this 22nd day of Aug, 2024.



[Handwritten Signature]

Signature Notary Public SK
I declare that I am a lawyer entitled to practice law in the jurisdiction in which this certificate has been executed

JAMES G. SPENCER
Notary Public
Saskatchewan
Expires 31 / 10 / 2027

STATEMENT OF GUARANTOR

I am the person named in this certificate.

[Handwritten Signature]

Josiah John Pauls

CHECKLIST FOR COMPLETION OF THIS FORM

(does not form part of prescribed form)

- ensure the related guarantee is signed and dated prior to this Certificate and after the Letter of Offer
- complete paragraph 1 of this Certificate using the guarantee date, not the date of the Letter of Offer
- date the Certified section in this Certificate using the date it is signed by the certifying lawyer
- print or stamp the name of the certifying lawyer beneath the lawyer's signature in the Certified section
- attach this Certificate to the related guarantee
- deliver the signed Certificate and related guarantee to BDC – both must have original ink signatures

This is Exhibit "B" referred to in the Affidavit #3 of Braeden Pauls
sworn before me this 15th day of April, 2026.

A handwritten signature in blue ink, appearing to be 'Ri', is written above a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Raye Willms
Student-At-Law

----- Forwarded message -----

From: "LEE, Tanya (VAN)" <Tanya.LEE@bdc.ca>
Date: Thursday, April 9 2026 at 9:38 AM MDT
Subject: RE: Special Accounts Dept.
To: Braeden Pauls <braeden@breathefum.com>
Cc: Micah Loewen <micah@breathefum.com>

Hi Braeden,

Yes, we will refund these two payments. I want to let you know that since the borrower has entered into CCAA, if the payments are not resolved, the bank will proceed to demand the loan against the guarantors.

Let me know if you have any questions.

Thanks,

Tanya Lee

Senior Account Manager, Special Accounts | Directrice de comptes principale, Comptes spéciaux
T 604-666-2657 C 604-360-5236 F 604-666-7251

bdc.ca

From: Braeden Pauls <braeden@breathefum.com>
Sent: April 8, 2026 2:15 PM
To: LEE, Tanya (VAN) <Tanya.LEE@bdc.ca>
Cc: Micah Loewen <micah@breathefum.com>
Subject: RE: Special Accounts Dept.

Courriel externe / external email

Hi Tanya,

We saw that another auto-debit went through from BDC. We have attempted to block these payments with our bank and it seems they are still processing. Our lawyer has asked us to request that these payments are returned to comply with the CCAA process. We are needing the payments that went through post-stay (Feb 4). We are going to need the following payments returned;

March 2nd \$5,967.04

April 1st for \$6,133.97

Thanks for helping us get this resolved,

Braeden



Braeden Pauls

Co-Founder/Chief Executive Officer

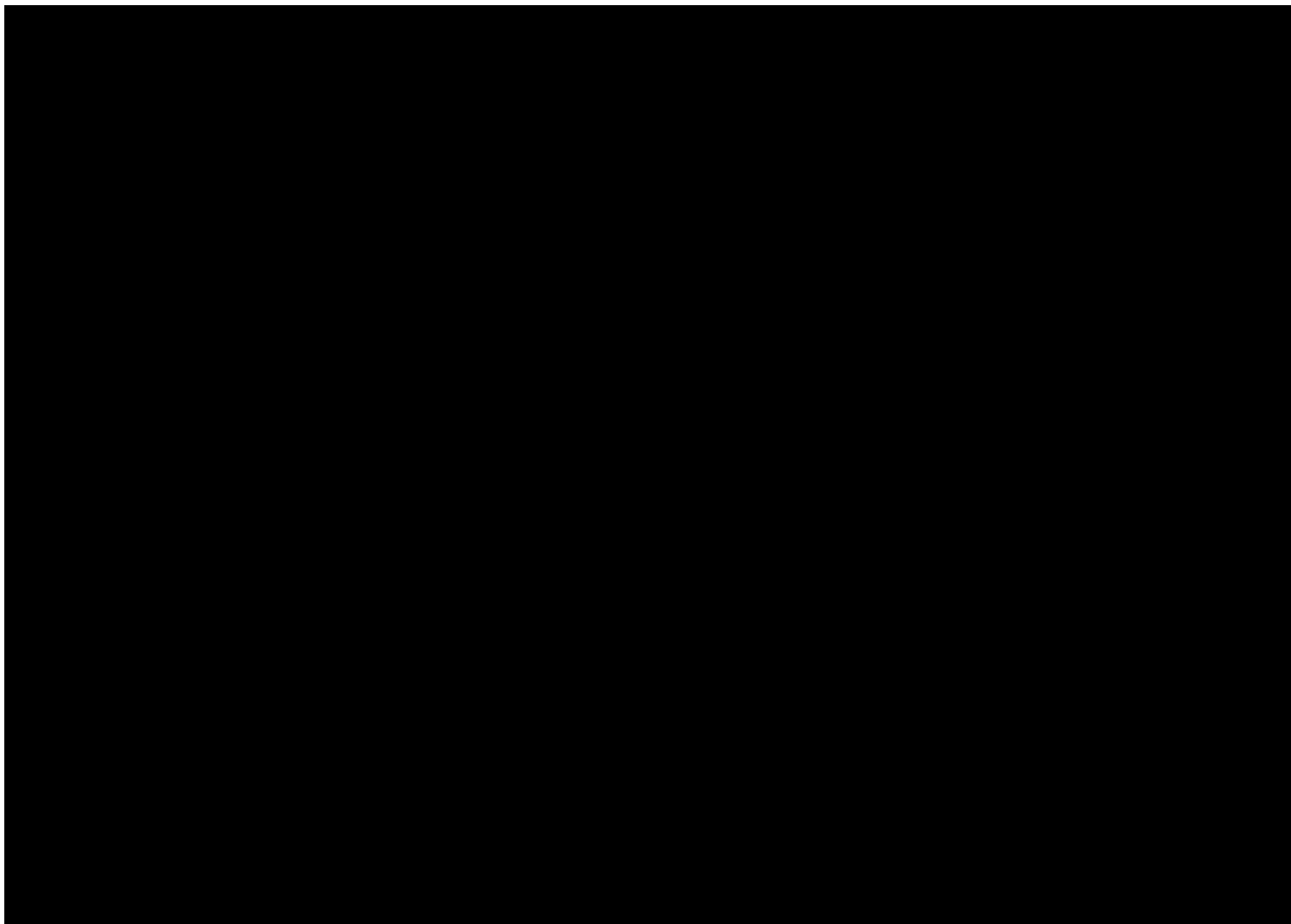
www.tryfum.com



No Vapor. No Nicotine.

Just Delicious Flavored Air

Sent via [Superhuman](#)




This is Exhibit "C" referred to in the Affidavit #3 of Braeden Pauls
sworn before me this 15th day of April, 2026.



A Commissioner for Oaths in and for the Province of Alberta

Raye Wilms
Student-At-Law

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Honorable Hilary L. Barnes
United States Bankruptcy Judge



Entered on Docket
March 24, 2026

BRETT A. AXELROD, ESQ.
Nevada Bar No. 5859
FOX ROTHSCHILD LLP
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Las Vegas, Nevada 89135
Telephone: (702) 262-6899
Facsimile: (702) 597-5503
Email: baxelrod@foxrothschild.com
*Counsel for RDFN FUM Natural Products Ltd., and
RDFN FUM Natural Products Inc.*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

RDFN FUM Natural Products Ltd.,

Debtor.

Case No. BK-26-11021-hlb

Chapter 15

**ORDER DIRECTING JOINT
ADMINISTRATION OF RELATED
CASES UNDER CHAPTER 15 OF THE
BANKRUPTCY CODE**

Hearing Date: March 24, 2026
Hearing Time: 10:30 a.m.

The *Emergency First Day Motion for Order Directing Joint Administration of Related Cases Pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015* (the "Motion"),¹ filed by RDFN FUM Natural Products Ltd., as the foreign debtor and foreign representative ("FUM Canada," the

¹ Capitalized terms not defined herein shall have the meanings assigned to them in the Motion.

1 “Foreign Debtor” or “Foreign Representative”), and its affiliate RDFN FUM Natural Products Inc.
2 (“FUM US” and, together with FUM Canada, the “Foreign Debtors”), in the above-captioned
3 chapter 15 case, came on for hearing before the undersigned United States Bankruptcy Judge at the
4 above-referenced time and place. Appearances were made as noted in the record for the hearing.

5 Having read and considered the Motion, and the accompanying Memorandum of Points and
6 Authorities, and having considered the other matters submitted to the Court in connection with the
7 Motion; and it appearing that notice given of the Motion was appropriate under the circumstances
8 presented; and good cause appearing,

9 **IT IS HEREBY ORDERED THAT:**

- 10 1. The Motion is hereby granted;
- 11 2. The Chapter 15 Cases of RDFN FUM Natural Products Ltd. and RDFN FUM
12 Natural Products Inc. shall hereafter be jointly administered under the RDFN FUM Natural
13 Products Ltd. case pursuant to Federal Rule of Bankruptcy Procedure 1015(b);
- 14 3. The joint caption page attached hereto as **Exhibit A** is hereby approved; and
- 15 4. The Clerk of the Court shall file and maintain all of the pleadings under a single
16 docket under the RDFN FUM Natural Products Ltd. Each Foreign Debtor, however, shall maintain
17 a separate claims register.

18
19 Respectfully submitted by:

20 **FOX ROTHSCHILD LLP**

21 By: /s/ Brett A. Axelrod
22 BRETT A. AXELROD, ESQ.
23 Nevada Bar No. 5859
24 1980 Festival Plaza Drive, Suite 700
25 Las Vegas, Nevada 89135
26 *Counsel for RDFN FUM Natural Products Ltd*
27 *and RDFN FUM Natural Products Inc.*
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CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- The Court has waived the requirement of approval in LR 9021(b)(1).
- No party appeared at the hearing or filed an objection to the motion
- I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT A

**** JOINT CAPTION****

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

RDFN FUM Natural Products Ltd.,

- Affects RDFN FUM Natural Products Ltd.
- Affects RDFN FUM Natural Products, Inc.
- Affects All Debtors


Case No. BK-26-11021

Jointly Administered with:
Case No. BK-26-11022

Chapter 15

Hearing Date:
Hearing Time:

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Honorable Hilary L. Barnes
United States Bankruptcy Judge



Entered on Docket
March 24, 2026

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Email: baxelrod@foxrothschild.com
*Counsel for RDFN FUM Natural Products Ltd., and
RDFN FUM Natural Products Inc.*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

RDFN FUM Natural Products Inc.,

Debtor.

Case No. BK-26-11022-hlb

Chapter 15

**ORDER DIRECTING JOINT
ADMINISTRATION OF RELATED
CASES UNDER CHAPTER 15 OF THE
BANKRUPTCY CODE**

Hearing Date: March 24, 2026
Hearing Time: 10:30 a.m.

The *Emergency First Day Motion for Order Directing Joint Administration of Related Cases Pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015* (the "Motion"),¹ filed by RDFN FUM Natural Products Ltd., as the foreign debtor and foreign representative ("FUM Canada," the

¹ Capitalized terms not defined herein shall have the meanings assigned to them in the Motion.

1 “Foreign Debtor” or “Foreign Representative”), and its affiliate RDFN FUM Natural Products Inc.
2 (“FUM US” and, together with FUM Canada, the “Foreign Debtors”), in the above-captioned
3 chapter 15 case, came on for hearing before the undersigned United States Bankruptcy Judge at the
4 above-referenced time and place. Appearances were made as noted in the record for the hearing.

5 Having read and considered the Motion, and the accompanying Memorandum of Points and
6 Authorities, and having considered the other matters submitted to the Court in connection with the
7 Motion; and it appearing that notice given of the Motion was appropriate under the circumstances
8 presented; and good cause appearing,

9 **IT IS HEREBY ORDERED THAT:**

- 10 1. The Motion is hereby granted;
- 11 2. The Chapter 15 Cases of RDFN FUM Natural Products Ltd. and RDFN FUM
12 Natural Products Inc. shall hereafter be jointly administered under the RDFN FUM Natural
13 Products Ltd. case pursuant to Federal Rule of Bankruptcy Procedure 1015(b);
- 14 3. The joint caption page attached hereto as **Exhibit A** is hereby approved; and
- 15 4. The Clerk of the Court shall file and maintain all of the pleadings under a single
16 docket under the RDFN FUM Natural Products Ltd. Each Foreign Debtor, however, shall maintain
17 a separate claims register.

18
19 Respectfully submitted by:

20 **FOX ROTHSCHILD LLP**

21 By: /s/ Brett A. Axelrod
22 BRETT A. AXELROD, ESQ.
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24 1980 Festival Plaza Drive, Suite 700
25 Las Vegas, Nevada 89135
26 *Counsel for RDFN FUM Natural Products Ltd*
27 *and RDFN FUM Natural Products Inc.*
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CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

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- The Court has waived the requirement of approval in LR 9021(b)(1).
- No party appeared at the hearing or filed an objection to the motion
- I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT A

**** JOINT CAPTION****

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

RDFN FUM Natural Products Ltd.,

- Affects RDFN FUM Natural Products Ltd.
- Affects RDFN FUM Natural Products, Inc.
- Affects All Debtors

Case No. BK-26-11021

Jointly Administered with:
Case No. BK-26-11022

Chapter 15

Hearing Date:
Hearing Time:

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Honorable Hilary L. Barnes
United States Bankruptcy Judge



Entered on Docket
March 30, 2026

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Facsimile: (702) 597-5503
Email: baxelrod@foxrothschild.com
*Counsel for RDFN FUM Natural Products Ltd., and
RDFN FUM Natural Products Inc.*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

RDFN FUM Natural Products Ltd.,

- Affects RDFN FUM Natural Products Ltd.
- Affects RDFN FUM Natural Products, Inc.
- Affects All Debtors

Case No. BK-26-11021-hlb

Jointly Administered with:
Case No. BK-26-11022

Chapter 15

**ORDER GRANTING MOTION
OF THE FOREIGN DEBTOR AS
FOREIGN REPRESENTATIVE
FOR CHAPTER 15 RECOGNITION
AND FINAL RELIEF**

Hearing Date: March 24, 2026
Hearing Time: 10:30 a.m.

1 THIS MATTER having come before the Court for hearing on March 24, 2026 upon the
2 *Motion of the Foreign Debtor as Foreign Representative for Chapter 15 Recognition and Final*
3 *Relief* (the “Motion”).¹ Brett A. Axelrod appeared on behalf of RDFN FUM Natural Products Ltd.,
4 as the foreign debtor and foreign representative (“FUM Canada,” the “Foreign Debtor” or “Foreign
5 Representative”), and its affiliate RDFN FUM Natural Products Inc. (“FUM US” and, together with
6 FUM Canada, the “Foreign Debtors”). Through the Motion, the Foreign Debtors seek the entry of
7 an Order (as described in the Motion) to, among other things, recognize the Foreign Proceeding (as
8 defined in the Motion) as a foreign main proceeding and requested final relief in aid of the Foreign
9 Representative and in furtherance of the Foreign Proceeding. No objections or responses to the
10 Motion were filed. Upon consideration of the Motion, and after due and sufficient notice of and
11 hearing on the Motion, the Court makes the following:

12 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

- 13 A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and
14 1334(b), and 11 U.S.C. §§ 109 and 1501.
- 15 B. Venue is proper in his district pursuant to 28 U.S.C. § 1410.
- 16 C. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P).
- 17 D. There is a bankruptcy reorganization proceeding pending in Canada entitled *In the*
18 *Matter of the Bankruptcy and Insolvency Act, RSC 1985, c B-3, as Amended; and in the*
19 *Matter of the Notice of Intention to Make a Proposal of RDFN FUM Natural Products*
20 *Ltd. and RDFN FUM Natural Products Inc.* (the “Foreign Proceeding”).
- 21 E. The Foreign Proceeding is a “foreign proceeding” under 11 U.S.C. §§ 101(23) and
22 1502(4).
- 23 F. FUM Canada is a “person” or “body” within the meaning of 11 U.S.C. § 1517.
- 24 G. FUM Canada is a “foreign representative” as defined in 11 U.S.C. § 101(24).
- 25 H. The Chapter 15 Cases were properly commenced pursuant to 11 U.S.C. §§ 1504,
26 1515, and 1517.

27
28 ¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

1 I. FUM Canada as Foreign Representative has met the requirements of 11 U.S.C.
2 § 1515(b)-(d) and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure.

3 J. The Petitions filed in this action meet the requirements of 11 U.S.C. § 1515.

4 K. The Foreign Proceeding is entitled to recognition by this Court as a foreign
5 proceeding under 11 U.S.C. § 1517(a).

6 L. FUM Canada has its registered office in Alberta, Canada.

7 **WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED** that:

8 1. The Motion is GRANTED in its entirety.

9 2. The Foreign Proceeding is hereby recognized as a foreign main proceeding in
10 accordance with 11 U.S.C. § 1517 and is given full force and effect.

11 3. FUM Canada is recognized as the foreign representative (the “Foreign
12 Representative”) within the meaning of 11 U.S.C. § 101(24).

13 4. The Foreign Debtors, and each of their respective successors, agents,
14 representatives, advisors and counsel, shall be entitled to the protections contained in 11 U.S.C.
15 §§ 306 and 1510.

16 5. Upon entry of this Order, all relief authorized by 11 U.S.C. § 1520 shall apply
17 throughout the duration of these proceedings or until otherwise ordered by this Court, including,
18 without limitation, the automatic stay under 11 U.S.C. § 362.

19 6. Upon entry of this Order, all relief authorized by 11 U.S.C. § 1521(a)(1) shall apply
20 throughout the duration of these proceedings or until otherwise ordered by this Court. For the
21 avoidance of doubt, all parties, including the creditors of the Foreign Debtors are stayed from
22 commencing or continuing any and all actions concerning the Foreign Debtors’ assets, rights,
23 obligations or liabilities to the extent they have not been stayed under 11 U.S.C. § 1520(a).

24 7. Upon entry of this Order, all relief authorized by 11 U.S.C. § 1521(a)(2) shall apply
25 throughout the duration of these proceedings or until otherwise ordered by this Court. For the
26 avoidance of doubt, all parties, including the creditors of the Foreign Debtors are stayed levying or
27 executing against the Foreign Debtors’ assets to the extent they has not been stayed under 11 U.S.C.
28 § 1520(a).

1 8. Any violation of the stay imposed by this Order and section 1520 and such other
2 provisions of the Bankruptcy Code, shall subject such party to sanctions.

3 9. Upon entry of this Order, all relief authorized by 11 U.S.C. § 1521(a)(3) shall apply
4 throughout the duration of these proceedings or until otherwise ordered by this Court. For the
5 avoidance of doubt, all parties, including the creditors of the Foreign Debtors shall not be allowed
6 to transfer, encumber or otherwise dispose of any assets of the Foreign Debtors to the extent this
7 right has not been suspended under section 1520(a).

8 10. The Foreign Representative may exercise the rights and power of a trustee and are
9 entitled to administer and realize all or part of the Foreign Debtors' assets within the territorial
10 jurisdiction of the United States.

11 11. This Court shall retain jurisdiction with respect to any matters, claims, rights, or
12 disputes arising from or related to the Motion, the Petition, or the interpretation or implementation
13 of this Order.

14
15 Respectfully submitted by:

16 **FOX ROTHSCHILD LLP**

17 By: /s/ Brett A. Axelrod
18 BRETT A. AXELROD, ESQ.
19 Nevada Bar No. 5859
20 1980 Festival Plaza Drive, Suite 700
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22 *Counsel for RDFN FUM Natural Products Ltd*
23 *and RDFN FUM Natural Products Inc.*
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CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

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- I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###