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COURT FILE NUMBER	2601-03446
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
MATTER	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
APPLICANTS	RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
DOCUMENT	**ORDER – Stay Extension, KERP, KERP Charge, and Approval of Monitor's Actions and Fees**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MLT AIKINS LLP** 222 - 3rd Avenue S.W. Calgary, AB T2P 0B4 Attention: Ryan Zahara / Kaitlin Ward Telephone: 403.693.5420 / 4311 Email: rzahara@mltaikins.com / kward@mltaikins.com Fax Number: 403.508.4349 File No.: 0185373.00001

DATE ON WHICH ORDER WAS PRONOUNCED:	**July 27, 2026**
LOCATION OF HEARING:	**CALGARY, ALBERTA**
NAME OF JUSTICE WHO MADE THIS ORDER:	**HONOURABLE JUSTICE R.W. ARMSTRONG**

UPON the application (the "**Application**") of RDFN FUM Natural Products Ltd. ("**FUM Canada**") and RDFN FUM Natural Products Inc. ("**FUM US**"; collectively with FUM Canada, the "**Applicants**") for an Order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") approving, among other things, an extension to the stay of proceedings, approving a key employee retention plan and corresponding charge to secure obligations under the KERP and approval of the actions of the monitor;

AND UPON having read the Application, the Amended and Restated Initial Order granted in these proceedings on March 12, 2026 by the Honourable Justice J.S. Little (the "**ARIO**"), the Order (Stay Extension and Guarantee Stay) granted by the Honourale Justice A.G. Kuntz dated April 23, 2026 (the "**First Stay Extension Order**"); **AND UPON** reading the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Fourth Pauls Affidavit**"), the Confidential Supplement to the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Confidential Supplement**"), the Brief of the Applicants and the Affidavit of Service sworn July 27, 2026; **AND UPON** reading the Third Report of Alvarez and Marsal Canada Inc. (the "**Monitor**") (the "**Third Report**"); **AND UPON** hearing counsel for the Applicants, the Monitor and counsel for any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this Application and the materials filed in connection therewith is hereby abridged and service thereof is deemed good and sufficient and this Application is property returnable today.

Capitalized Terms

2. All capitalized terms used in this Order and not otherwise defined shall have the same meaning as ascribed to such terms in the ARIO.

Stay Extension

3. The stay of proceedings is hereby extended by amending paragraph 14 of the ARIO (as amended by the First Stay Extension Order) by deleting the date "July 31, 2026" and replacing it with the date "October 2, 2026".

Guarantee Stay

4. During the Stay Period, no Proceeding shall be commenced or continued against or in respect of 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 before February 4, 2026, or which relates in whole or in part to facts or matters in existence before February 4, 2026, 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 (whether express or implied), 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, "**Guarantee Claims**"), except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Guarantee Stay Party in relation to any Guarantee Claims are hereby stayed and suspended pending further order of this Court.

5. Without limiting paragraph 4 hereof, for greater certainty, any claims or Proceedings which are or may be advanced under or in connection with the Guarantee, dated August 22, 2024, granted by Braeden Wesley Pauls, Daniel David Ogden, and Josiah John Pauls, to and in favour of Business Development Bank of Canada, are Guarantee Claims against Guarantee Stay Parties and are subject to paragraph 4 of this Order.

Activities and Fees

6. The Monitor's activities, actions, and conduct, as set out in the Third Report are hereby ratified and approved.

7. The Monitor's accounts for fees and disbursements, as set forth in the Third Report, are hereby approved.

8. The accounts of the Monitor's legal counsel, Osler, Hoskin & Harcourt LLP, Munsch Hardt Kopf & Harr, P.C., Norton Rose Fulbright Canada LLP, for their respective fees and disbursements, as set forth in the Third Report, are hereby approved

Key Employee Retention Plan

9. The Key Employee Retention Plan (the "**KERP**"), as described in the Fourth Pauls Affidavit and appended in unredacted form to the Confidential Supplement, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

10. Payments by the Applicants pursuant to the KERP do not and shall not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

11. The key employees referred to in the KERP (the "**Key Employees**") shall be entitled to the benefit of and are hereby granted a charge on the Property, which charge shall not exceed an aggregate amount of $100,000 (the "**KERP Charge**"), as security for amounts payable to the Key Employees pursuant to the KERP.

12. The KERP Charge shall have the priority set out in paragraphs 13 and 14 hereof.

Validity and Priority of Charges

13. The priorities of the Administration Charge, the Directors' Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $500,000);

Second – Directors' Charge (to the maximum principal amount of $200,000); and

Third – KERP Charge (to the maximum principal initial amount of $100,000).

14. Any discrepancy regarding priority of the Charges as between paragraph 13 of this Order and paragraph 32 of the ARIO shall be resolved by applying the priority scheme provided under paragraph 13 of this Order.

15. The filing, registration or perfection of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

16. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and

claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

17. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge, the Administration Charge, and the KERP Charge or further order of this Court.

18. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(f) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;

(g) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(h) the payments made by the Applicants pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

The Honourable Justice R.W. Armstrong
Justice of the Court of King's Bench of Alberta