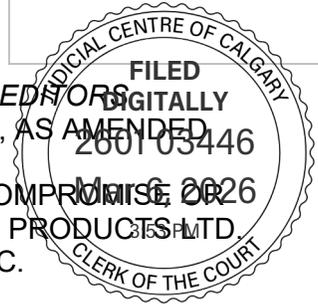


COURT FILE NUMBER 2601-03446  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp

APPLICANTS IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED, 2601-03446  
AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS LTD. AND RDFN FUM NATURAL PRODUCTS INC.



DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
McCarthy Tétrault LLP  
4000, 421 – 7<sup>th</sup> 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

### NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard, as shown below:

Date: March 12, 2026  
Time: 3:00 p.m.  
Where: Edmonton Law Courts via Webex. Videoconference details are enclosed as Schedule "A" to this Application and found here: <https://albertacourts.webex.com/meet/virtual.courtroom86>  
Before Whom: Honourable Justice J.S. Little

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:** 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**") apply for relief, substantially in the form of Amended and Restated Initial Order (the "**ARIO**"), attached as Schedule "**B**" hereto:

1. Amending and restating the Initial Order, granted by the Honourable Justice J.T. Neilson on March 2, 2026 (the “**Initial Order**”), in the within proceedings (the “**CCAA Proceedings**”), under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and providing for, among other things, confirmation of certain relief granted under the Initial Order and the following additional relief:

- (a) declaring that the time for service of this application (the “**Application**”), and the Affidavit #2 of Braeden Pauls, sworn on March 5, 2026 (the “**Pauls #2 Affidavit**”), is abridged, if necessary, the Application is properly returnable on March 12, 2026, that service of the Application and Pauls #2 Affidavit, on the service list created and maintained in respect of the CCAA Proceedings (the “**Service List**”), is validated, good, and sufficient, and that no persons, other than those on the Service List, are entitled to service of the materials filed in connection with the within Application;
- (b) extending the stay of proceedings (the “**Stay**”) established with respect to the Applicants and their Property (as defined below), which was initially granted for the period ending March 12, 2026 (the “**Stay Period**”), up to and including May 26, 2026;
- (c) increasing the quantum of the Administration Charge (as defined below and contemplated by the Initial Order), from \$150,000 to \$500,000;
- (d) confirming the \$200,000 Directors’ Charge (as defined below and contemplated by the Initial Order);
- (e) authorizing the Applicants, with the prior consent of the Monitor (as defined below), from time to time, to pay certain liabilities incurred prior to the NOI Filing Date (as defined below), without further Court Order, where the Applicants and the Monitor determine that it is necessary or advisable to do so, provided that the amount of all such payments shall not exceed \$212,000, in the aggregate, except as may be authorized by further Order of the Court; and,
- (f) such further and other relief as may be sought by the Applicants and granted by this Honourable Court.

2. Such further and other relief as may be sought by the Applicants.

**Grounds for Making this Application:** The grounds for the Application are as follows:

**Capitalized Terms**

3. Capitalized terms used in this Application and not otherwise defined, have the same meaning as ascribed to such terms in the Pauls #2 Affidavit.

**Background**

4. On February 4, 2026 (the “**NOI Filing Date**”), the Applicants each filed a Notice of Intention to Make a Proposal (the “**NOIs**”, and such proceedings, the “**Proposal Proceedings**”) under and pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, 1985, c. B-3 (the “**BIA**”).

5. Alvarez and Marsal Canada Inc. (“**A&M**”) was appointed to act as the proposal trustee of the Applicants in the Proposal Proceedings.

6. On March 2, 2026, this Honourable Court pronounced the Initial Order in the CCAA Proceedings, which, among other things:

- (a) continued the Applicants’ Proposal Proceedings under the CCAA;
- (b) established the Stay, for the initial ten (10) day Stay period;
- (c) appointed A&M as the monitor (when referred to in such capacity, the “**Monitor**”) of the Applicants;
- (d) granted the following charges against the Applicants’ current and future assets, undertakings, and properties, of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), for the purposes of securing the payment and performance of:
  - (i) the fees and disbursements of the Monitor, the Monitor’s legal counsel, and the Applicants’ legal counsel (the “**Administration Charge**”), secured against all of the Applicants’ Property, in the maximum amount of \$150,000; and,
  - (ii) the Applicants’ obligations to indemnify the Applicants’ directors and officers for liabilities they may incur after the commencement of the CCAA

Proceedings (the “**Directors’ Charge**”), secured against all of the Applicants’ Property, in the maximum amount of \$200,000;

- (e) declared that the Administration Charge and the Directors’ Charge (collectively, the “**Initial Order Charges**”) rank in priority to all existing liens, security interests, encumbrances, or claims, with respect to, concerning, or as and against the Property;
- (f) continued the Foreign Representative Order (as defined and described in the Initial Order) by authorizing and empowering FUM Canada to act as a foreign representative in respect of the CCAA Proceedings, for the purpose of, among other things, having the CCAA Proceedings recognized in the United States of America, or any other foreign jurisdiction; and,
- (g) authorized the Applicants to carry on business in a manner consistent with the preservation of their business and Property, and among other things, to pay the reasonable expenses incurred by the Applicants in carrying out their business in the ordinary course, including certain expenses incurred prior to the date of the Initial Order.

#### **Activities Since the Granting of the Initial Order**

7. The Applicants have continued to advance their restructuring since the granting of the Initial Order, on March 2, 2026. Specifically, among other things, the Applicants’ activities have included:

- (a) 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, the overall restructuring plan being advanced by the Applicants, and other matters;
- (b) engaging with the Monitor and its counsel regarding the CCAA Proceedings, providing information to the Monitor, as requested, and working with the Monitor to identify potential solutions to various issues arising under or in connection with the CCAA Proceedings;

- (c) responding to questions and enquiries from creditors and stakeholders, concerning these CCAA Proceedings;
- (d) working with the Monitor and the Applicants' professional advisors to identify and formulate appropriate relief, in connection with the Comeback Hearing;
- (e) carrying on operations in the ordinary course;
- (f) working with the Monitor to prepare a revised cash flow forecast; and,
- (g) working with the Applicants' professional advisors to identify potential elements of a plan or plans of arrangement, and to complete initial preparatory steps in relation thereto, including commencing the preparation of a long-term financial forecast.

8. The Applicants have made material progress in their restructuring during the initial ten (10) day Stay Period and additional time is required to determine the Applicants' next steps and, in particular, to continue efforts to formulate a plan or plans of arrangement for either or both of the Applicants.

#### **Extension of the Stay Period**

9. The Applicants have acted, and are continuing to act, in good faith and with due diligence.

10. The Stay will expire on March 12, 2026, unless the Stay Period is extended by further order of this Honourable Court. The Applicants seek an extension of the Stay Period, up to and including May 26, 2026, in order to, among other things, provide the Applicants with time to continue advancing their restructuring on a going concern basis, as described in further detail in the Pauls #2 Affidavit.

11. The Applicants anticipate having sufficient liquidity to fund their obligations and the costs of the CCAA Proceedings, to the end of the proposed extension of the Stay Period.

12. It is just, convenient, necessary, and in the best interest of the Applicants and their stakeholders, that the Applicants be afforded an extension of the Stay Period, in order to enable the Applicants to evaluate their position and proposed path forward, with respect to these CCAA Proceedings.

13. The Monitor supports the extension of the Stay Period, as sought by the Applicants.

**Quantum of the Charges**

14. The Initial Order established the Administration Charge, in the maximum amount of \$150,000 and a Directors' Charge, in the maximum amount of \$200,000.

15. The Applicants consulted with and obtained guidance from the Monitor and the Applicants' professional advisors in proposing these amounts.

16. The quantum of the Administration Charge is appropriate given the length of the Stay Period extension and the anticipated liabilities to be incurred, with the respect to the fees and disbursements of the Monitor, the Monitor's counsel, and the Applicants' counsel, during these CCAA Proceedings.

17. The quantum of the Directors' Charge is fair and reasonable in the circumstances, and will provide a reasonable level of protection for the directors and officers of the Applicants, who will continue to occupy such roles throughout the CCAA Proceedings.

**Authorization to Make Certain Pre-Filing Payments With Monitor Approval**

18. As described in further detail in the Pauls #2 Affidavit, following consultation with the Monitor, the Applicants seek authorization to pay certain pre-filing debts, from time to time, with the prior approval of the Monitor, without further Court Order. It is proposed that such payments be subject to a cap, in the maximum amount of CAD\$212,000, above which further Court approval would be required.

**Material or evidence to be relied upon:**

19. The Applicants intend to rely upon the following materials:

- (a) Affidavit #1 of Braeden Pauls, sworn on February 23, 2026, filed;
- (b) Affidavit #2 of Braeden Pauls, sworn on March 5, 2026, filed concurrently;
- (c) First Report of the Monitor, dated February 26, 2026, filed;
- (d) Any further reports of the Monitor in relation to these CCAA Proceedings, to be filed;

- (e) such further and other material or evidence as counsel to the Applicants may advise and this Honourable Court may permit.

**Applicable Acts, Regulations, and Rules:**

20. The Applicants will rely upon and refer to the following:

- (a) the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
- (b) the *Judicature Act*, R.S.A. 2000, c. J-2;
- (c) the *Alberta Rules of Court*, Alta Reg 124/2010; and,
- (d) such further and other Acts and regulations as counsel to the Applicants may advise.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

## SCHEDULE "A" WEBEX DETAILS

**Virtual Courtroom 86** has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the "Cisco Webex Meetings" App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

**SCHEDULE "B"**  
**FORM OF ARIO**

*[See attached]*

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 **CCAA AMENDED AND RESTATED INITIAL ORDER**

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

**DATE ON WHICH ORDER WAS PRONOUNCED:** March 12, 2026  
**LOCATION OF HEARING OR TRIAL:** Edmonton, Alberta  
**NAME OF JUDGE WHO MADE THIS ORDER:** Justice J.S. Little

**UPON** the application (the "**Comeback Application**") 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**"); **AND UPON** having read the Comeback Application, the Affidavit #1 of Braeden Pauls, sworn on February 23, 2026 (the "**Initial Affidavit**"), the Affidavit #2 of Braden Pauls, sworn on March 5, 2026 (the "**Pauls #2 Affidavit**"), and the Affidavit of Service of ●, sworn on March ●, 2026, all filed; **AND UPON** having read the First Report of Alvarez and Marsal Canada Inc., in its capacity as proposal trustee of the Applicants and the proposed Court-appointed monitor (the "**Monitor**") of the Applicants, dated February 26, 2026, [**and the Second Report of the Monitor, dated March ●, 2026**], filed; **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, and counsel to all other parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of the Comeback Application for this order (the “**Order**”) and the Pauls #2 Affidavit is hereby abridged and deemed good and sufficient and the Comeback Application is properly returnable today.

**APPLICATION**

2. The Applicants are companies to which the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) applies.
3. The proceedings (such proceedings being, the “**Proposal Proceedings**”) commenced by the Applicants under Division I of Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and are hereby taken up and continued under the CCAA and the provisions of Division I of Part III of the BIA shall have no further application to the Applicants, the Notices of Intention to File a Proposal filed by each of the Applicants, on February 4, 2026, are and shall be deemed for all purposes to be withdrawn, and the Proposal Proceedings are hereby terminated. For greater certainty, notwithstanding the foregoing, nothing in this Order shall invalidate any steps validly taken by the Applicants under or in connection with the Proposal Proceedings. The clerk of the Court is hereby directed to file a copy of this Order in the Proposal Proceedings under Estate File Nos. 25-3329581 and 25-3329616 and Court File Nos. B301-329581 and B301-329616.

**PLAN OF ARRANGEMENT**

4. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “**Plan**”).

**POSSESSION OF PROPERTY AND OPERATIONS**

5. The Applicants shall:
  - (a) remain in possession and control of their respective current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);

- (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property;
  - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
  - (d) be entitled to continue to utilize the cash management and reconciliation systems currently in place as described in the Initial CCAA Affidavit.
6. To the extent permitted by law, the Applicants shall be entitled but not required to make advances or payments on account of the following expenses, incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
  - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
  - (c) with the prior consent of the Monitor, from time to time, liabilities incurred prior to February 4, 2026, without further Order of this Court or any other further authorization, provided that: (i) the Applicants and the Monitor determine that it is necessary or advisable to do so; and, (ii) the amount of all such payments shall not exceed \$212,000, in the aggregate, except as may be authorized by further Order of this Court.
7. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. The Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
  - (i) employment insurance,
  - (ii) Canada Pension Plan,
  - (iii) Quebec Pension Plan, and
  - (iv) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes accrued or were collected on or after February 4, 2026, or where such Sales Taxes accrued or were collected prior to February 4, 2026 but not required to be remitted until after February 4, 2026; and
- (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured

creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.

9. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay any rent in arrears.
10. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:
  - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order;
  - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
  - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

### **RESTRUCTURING**

11. The Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:
  - (a) permanently or temporarily cease, downsize or shut down any portion of their business or operations and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$300,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

- (b) terminate the employment of such of its employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. The Applicants shall provide each of the relevant landlords with notice of the Applicants’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants’ claim to the fixtures in dispute.
13. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during

normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and

- (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY**

- 14. Until and including May 26, 2026, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

- 15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
  - (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;

- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;
  - (d) prevent the registration of a claim for lien; or
  - (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.
16. Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH RIGHTS**

17. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

18. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicants

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their

current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

19. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

20. During the Stay Period, except as permitted by subsection 11.03(2) of the CCAA and paragraph 16 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

21. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
22. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not

exceed an aggregate amount of \$200,000, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 32 and 34 herein.

23. Notwithstanding any language in any applicable insurance policy to the contrary:
- (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
  - (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

#### **APPOINTMENT OF MONITOR**

24. A&M is hereby appointed, pursuant to the CCAA, as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
25. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
  - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

- (c) advise the Applicants in their development of the Plan and any amendments to the Plan;
  - (d) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
  - (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
  - (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
  - (g) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
  - (h) perform such other duties as are required by this Order or by this Court from time to time.
26. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance

of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

27. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
28. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
29. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a monthly basis or such other basis as may be agreed to by the relevant parties and, in addition, the Applicants are hereby authorized, *nunc pro tunc*, to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the respective amounts of \$50,000 (with respect to the Applicants' counsel), USD\$25,000 (with respect to the Applicants' United States counsel), and \$50,000 (with respect to the Monitor and the Monitor's counsel), to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
30. The Monitor and its legal counsel shall pass their accounts from time to time.
31. The Monitor, counsel to the Monitor, if any, and the Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which Administration Charge shall not exceed

an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 32 and 34 hereof.

### **VALIDITY AND PRIORITY OF CHARGES**

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

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

Second – Directors' Charge (to the maximum amount of \$200,000).

33. 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.

34. 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.

35. 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 Administration Charge or the Directors' Charge, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the Directors' Charge, as applicable, or further order of this Court.

36. 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**") thereunder 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 bind the Applicants, and notwithstanding any provision to the contrary in any Agreement:
  - (i) 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;
  - (ii) 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
  - (iii) 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.

### **ALLOCATION**

37. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property, as may be applicable.

## **SERVICE AND NOTICE**

38. The Monitor shall (i) without delay, publish in the Globe & Mail (National Edition) a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
39. The Applicants and the Monitor shall be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or e-mail to the Applicants' creditors or other interested Persons at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery, facsimile transmission or e-mail shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. The Monitor shall establish and maintain a website in respect of these proceedings at <https://www.alvarezandmarsal.com/FUM> and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
  - (b) all applications, reports, affidavits, orders or other materials filed in these proceedings by or on behalf of the Monitor, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

## **FOREIGN PROCEEDINGS**

40. FUM Canada is hereby authorized and empowered to act as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the within proceedings for the purpose of having these proceedings recognized in the United States of America or any

other foreign jurisdiction. For greater certainty, FUM Canada is authorized and empowered to act as Foreign Representative on behalf of itself and FUM US.

41. The Applicants be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including, without limitation, in the United States, for the recognition of this Order and the within proceedings and for assistance in carrying out the terms of this Order.
42. FUM Canada, as Foreign Representative, is hereby authorized and empowered to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended (the “**US Bankruptcy Code**”) and any other provision of the *US Bankruptcy Code*.
43. The Monitor is hereby authorized and empowered to take such actions and steps, and carry out such duties and activities, as the Monitor may deem to be necessary or desirable for the purpose of assisting the Applicants and the Foreign Representative with carrying out any of their rights, powers, duties, or obligations, as contemplated by this Order, in relation to foreign recognition of these proceedings, or any matter ancillary thereto.
44. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Foreign Representative in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
45. For greater certainty, nothing in this Order shall invalidate, in any manner, any steps or actions taken by the Applicants or A&M, in its capacity as proposal trustee within the Proposal Proceedings, pursuant to the Foreign Representative Order, granted by the Honourable Justice M.H. Bourque on February 17, 2026 (the “**Foreign Representative Order**”), filed in the Proposed Proceedings under Estate File Nos. 25-3329581 and 25-3329616 and Court File Nos. B301-329581 and B301-329616.

**GENERAL**

46. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
47. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
48. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.
49. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
50. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

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Justice of the Court of King's Bench of Alberta