



District of British Columbia
Division No.: 03 – Vancouver
Court No.: B-240183
Estate No.: 11-3052361
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
GOOD BUDS COMPANY INC.

NOTICE OF APPLICATION

Name of applicant: Good Buds Company Inc. (the “applicant” or the “Company”)

To: Service List attached hereto as Schedule “A”

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, on February 7, 2025 at 9:45 a.m. for the order(s) set out in Part 1 below.

The applicant estimates that the application will take 30 minutes.

This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER(S) SOUGHT

1. An Order substantially in the form attached hereto as Schedule “B” approving the proposal made by the Company to its creditors and annulling the deemed assignment in bankruptcy of the Company.
2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Background

1. The Company is a company that was incorporated pursuant to the laws of British Columbia on January 6, 2017, with a registered and records office located at 1055 – 1500 West

Georgia Street, Vancouver, British Columbia. The sole director of the Company is Eric Tyler Rumi.

2. On March 6, 2024 (the "**Filing Date**"), the Company filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") and Crowe MacKay and Company Ltd. ("**CMCO**") consented to act as Trustee under the Proposal (the "**Proposal Trustee**").
3. Pursuant to section 50.4(8) of the BIA, the initial stay period in the proposal proceedings was from March 6, 2024 to April 5, 2024 (the "**Initial Stay Period**").
4. Pursuant to the Order of Justice Whatley made April 4, 2024 (the "**First Stay Extension Order**") and the Order of Justice Ahmad made May 17, 2024 (the "**Second Stay Extension Order**", together with the First Stay Extension Order, the "**Stay Extension Orders**"), the stay period and time for the filing the Company's proposal with the Official Receiver was extended to July 4, 2024 (the "**Stay Period**").
5. The Company owns and operates an organic cannabis farm on Salt Spring Island, British Columbia as part of a vertically integrated cannabis operation.
6. The Company produces small batch, high quality craft cannabis in both indoor and outdoor growing spaces. Most of its production volume comes from outdoor cannabis which is produced with lower capital and production costs when compared to indoor and greenhouse-grown crops. As well, outdoor cannabis is a more sustainable way to cultivate as it dramatically decreases the carbon footprint in comparison to indoor cannabis cultivation.
7. The Company processes its cannabis into high-quality cannabis products including dry flower, milled flower, pre-rolls, infused pre-rolls, and live rosin. Its primary customers are the Alberta Gaming, Liquor and Cannabis Commission and the BC Liquor Distribution Branch.
8. The Company employs approximately 29 employees. The Company also hires additional temporary help during the outdoor planting and harvesting seasons.
9. The Company holds a federal license (the "**Cannabis License**") issued by Health Canada related to the cultivation, processing and sale of cannabis and cannabis related products in Canada, the first such license issued for outdoor cannabis cultivation. The Cannabis License is valid to May 13, 2027.
10. The Company also holds license issued by CRA pursuant to the *Excise Act, 2001* (the "**Excise License**") which is valid to April 30, 2027.

Financial Difficulties

11. The Company owes approximately \$3.3 million in excise tax arrears (the “**Excise Tax Arrears**”) to the Canada Revenue Agency (“**CRA**”). Recently, two of the Company’s main customers, the British Columbia Liquor Distribution Branch (the “**BCLDB**”) and the Alberta Gaming, Liquor and Cannabis (the “**AGLC**”), received Requirements to Pay (“**RTP**”) from CRA pursuant to the Excise Tax Arrears. The RTPs negatively affected the Company’s liquidity as they required the BCLDB and the AGLC to garnish the payments made to the Company at a rate of 30%.
12. Upon the filing of the NOI, the RTPs were stayed and the full amounts owed to the Company were being remitted to the Company during the Initial Stay Period and continue to be remitted as such.
13. The Company’s senior secured creditor is Farm Credit Canada (“**FCC**”). On or about January 25, 2023, FCC issued demand letters to the Company and the Company subsequently entered into a forbearance agreement with FCC that was terminated by FCC on March 6, 2024. The outstanding balance owed to FCC is approximately \$2.26 million.
14. Various individual members of the Rumi family as well as Rumi family corporate entities (together, the “**Rumi Family Creditors**”) have advanced funds to the Company over the years and assert security over the Company’s assets for such advances. The Rumi Family Creditors may hold secured charges ranging between \$7,134,259 to \$10,500,071, ranking subordinate to FCC’s security.
15. The Company’s assets primarily consist of its real property, accounts receivables (primarily owed by AGLC and BCLDB), its inventory of packaged, bulk and in-process cannabis and cannabis products, and non-cannabis materials and supplies, biological assets of seeds and live cannabis plants, and its green house building, growing and processing equipment, and security system.

The Proposal

16. On June 28, 2024, the Company filed its original proposal dated June 28, 2024 (the “**Original Proposal**”) with the official receiver pursuant to Division I of Part III of the BIA. As detailed below, the Original Proposal was not approved by the requisite majority of the Company’s creditors entitled to vote on the Original Proposal.
17. On December 20, 2024, the Company filed a new proposal dated December 20, 2024 (the “**New Proposal**”) with the official receiver pursuant to Division I of Part III of the BIA.
18. The purpose of both the Original Proposal and the New Proposal are the same: to enable the Company to preserve and carry on its business, avoiding a bankruptcy which would result in forced liquidation of its assets and minimal, if any, recovery for its unsecured creditors.

19. The New Proposal is substantially similar to the Original Proposal in that it is made solely to the Company's unsecured creditors with claims affected by the Original Proposal (the "**Affected Creditors**") and that each Affected Creditor with a proven claim will receive a cash distribution equal to:
 - (a) 100% of its proven claim up to a maximum of \$2,500; and
 - (b) 10% of the remaining balance of its proven claim.
20. The Company's cash distribution to Affected Creditors will be funded by sales revenue and/or the raising of capital by the Company.
21. The Company's post-filing creditors, secured creditors and the Crown (to the extent of any Crown claims set out in section 60(1.1) of the BIA) are all unaffected by the New Proposal (same as in the Original Proposal).
22. As in the Original Proposal, the New Proposal also provides for:
 - (a) priority payment of preferred claims in accordance with the BIA;
 - (b) payment of the Proposal Trustee's fees and expenses by the Company in the ordinary course of business;
 - (c) secured creditors would be paid in accordance with existing agreements or in accordance with alternative arrangements being negotiated by the Company; and
 - (d) in the event of a successful proposal, the Rumi Family Creditors would not participate in the Proposal and would not file any unsecured claims and not participate in any distribution made to unsecured creditors.
23. The New Proposal differs from the Original Proposal primarily through additional terms included in Article 10 of the New Proposal to address concerns with the Original Proposal raised by the CRA. Those additional terms are summarized as follows:
 - (a) the failure of the Company to satisfy the financial security requirements of the Excise License and/or any fee requirements under the Cannabis Fees Order, shall constitute a default under the New Proposal;
 - (b) the failure of the Company to remit any amounts when due to the federal Crown, including under relevant tax legislation, shall constitute a default under the New Proposal;
 - (c) the Company shall file all appropriate tax returns and the Statement of Cannabis Revenue with Health Canada when due; and

- (d) the Company shall pay all of the Proposal Trustee's reasonable fees when due until the New Proposal is successfully implemented and maintain the \$50,000 retainer held by the Proposal Trustee until the cash distribution fund under the New Proposal has been fully satisfied.

The First Creditors Meeting

- 24. On July 3, 2024, the Proposal Trustee delivered notice of the Original Proposal and a meeting of the Company's creditors to be held on July 17, 2024 (the "**First Creditors Meeting**") to the Company's creditors, including the Proposal Trustee's Report to Creditors on the Original Proposal.
- 25. The Proposal Trustee recommended the Company's unsecured creditors accept the Original Proposal for the following reasons:
 - (a) the Company's unsecured creditors are not expected to receive any recovery of their claims in the event of a bankruptcy;
 - (b) while the Original Proposal relies on future events and the Company's ability to generate sufficient cash flows to fund distribution to unsecured creditors, if successful, the Original Proposal offers to pay 11% of the proven claims of unsecured creditors, resulting in a greater recovery to the unsecured creditors as compared to a bankruptcy;
 - (c) the Original Proposal would allow for the Company to continue operations while also preserving existing relationships with stakeholders including suppliers, employees and other parties. This may provide for ongoing opportunities for suppliers, employees and other stakeholders to participate in the Company's future growth as it continues to contribute to the economy in a positive manner; and
 - (d) should the Original Proposal not be accepted, the Company would be deemed bankrupt, resulting in, among other things, the immediate closure of the business, liquidation of any personal property and termination of all 29 employees along with service contracts.
- 26. At the First Creditors Meeting, the CRA for the first time advised that it was opposing the Original Proposal and refused to adjourn the First Creditors Meeting to allow time for negotiations with the Company. A vote on the Original Proposal was then held at the Creditors Meeting pursuant to section 54 of the BIA (the "**Vote**"). The CRA voted to refuse the Original Proposal and, as a result of the value of its claim, the CRA's refusal of the Original Proposal was determinative of the Vote.
- 27. Pursuant to section 57(a) of the BIA, the refusal of the Original Proposal meant that the Company was deemed to have made an assignment in bankruptcy (the "**Deemed Assignment**").

28. On the day following the First Creditors Meeting, the Company applied for and obtained a stay of the Deemed Assignment. Pursuant to the Order of Justice Shergill made July 18, 2024 (the "**Stay Order**"), the Deemed Assignment is stayed until the Company's application to annul the Deemed Assignment is determined by this Court.

The Second Creditors Meeting

29. On December 20, 2024, the Proposal Trustee delivered notice of the New Proposal and a meeting of the Company's creditors to be held on January 14, 2025 (the "**Second Creditors Meeting**") to the Company's creditors, including the Trustee's Supplemental Report to Creditors on the New Proposal (the "**Supplemental Report**").
30. In the Supplemental Report, the Proposal Trustee recommended the Company's unsecured creditors accept the New Proposal for substantially the same reasons it recommended that the Original Proposal be accepted.
31. The Second Creditors Meeting was held on January 14, 2025. At the time of the Second Creditors Meeting, 11 proofs of claim were filed representing claims in the amount of \$3,323,934.07.
32. At the Second Creditors Meeting, out of the 8 creditors able to vote at the Second Creditors Meeting, present in person, by proxy or by voting letter, 8 voted in favour of the acceptance the New Proposal with claims totaling \$3,276,718.11 and none voted against the acceptance of the New Proposal. The New Proposal was thereby unanimously accepted.
33. At all times, the Company has acted, and continues to act, in good faith and with due diligence to pursue a satisfactory proposal to its unsecured creditors with a view to achieving a greater net recovery for its stakeholders in a timely manner.

Part 3: LEGAL BASIS

1. The Company relies on Division I of Part III of the BIA, as well as sections 181(1) and 183(1) of the BIA, and the Court's inherent jurisdiction.
2. In order to permit the Company to continue on in business and maximize recovery for its stakeholders, the Company seeks: (a) approval of the New Proposal that was unanimously approved by the Affected Creditors voting at the Second Creditors Meeting; and (b) an annulment of the Deemed Assignment.

Proposal Approval

3. Sections 59 and 60 of the BIA govern this Court's consideration of whether to sanction a proposal after it has received the requisite approval from creditors. Specifically, the following sections state:

Court to hear report of trustee, etc.

59 (1) The court shall, before approving the proposal, hear a report of the trustee in the prescribed form respecting the terms thereof and the conduct of the debtor, and, in addition, shall hear the trustee, the debtor, the person making the proposal, any opposing, objecting or dissenting creditor and such further evidence as the court may require.

Court may refuse to approve the proposal

59 (2) Where the court is of the opinion that the terms of the proposal are not reasonable or are not calculated to benefit the general body of creditors, the court shall refuse to approve the proposal, and the court may refuse to approve the proposal whenever it is established that the debtor has committed any one of the offences mentioned in sections 198 to 200.

Power of court

60 (5) Subject to subsections (1) to (1.7), the court may either approve or refuse to approve the proposal.

4. In order to sanction a proposal, this Court must be satisfied that:
 - (a) the terms of the proposal are reasonable;
 - (b) the terms are calculated to benefit the general body of creditors; and
 - (c) the proposal is being made in good faith.

Wiiv Wearables Inc. (Re), 2021 BCSC 511 ("*Wiiv*"), at para 59

5. This Court must also be satisfied that the formalities of the BIA have been complied with and that the requisite terms under the BIA have been included in the proposal.

Wiiv, at para 50

6. The Court will give substantial deference where the proposal has been recommended by the proposal trustee and approved by a large majority of creditors.

Wiiv, at para 52

7. The New Proposal's terms are reasonable in that they have a reasonable possibility of being successfully completed and conform to both the requirements of commercial morality and the integrity of the bankruptcy system.

Farkvam (Trustee of), 1996 CanLII 3585 (BCSC), at paras 26-28

8. In recommending that the Affected Creditors approve the New Proposal, the Proposal Trustee noted that the Company has shown an ability to operate in a manner in which it could pay all of its post-filing obligations during the monitoring period. The Proposal Trustee also noted the Company collected approximately 43% more in customer receipts than projected due to increased sales over the monitoring period, supporting the Company's ability to generate sufficient cash flow to fund the cash distribution under the New Proposal.
9. The terms of the New Proposal are calculated to benefit the general body of creditors in light of the comparison between the recovery of Affected Creditors under the New Proposal and the estimated recovery by Affected Creditors in a bankruptcy scenario. In its report, the Proposal Trustee prepared an estimated realization schedule in a bankruptcy and liquidation scenario that estimates there would be no recovery for unsecured creditors and a shortfall to secured creditors.
10. At all times, the Company has acted, and continues to act, in good faith during these proposal proceedings.
11. The formalities of the BIA have been complied with and the terms required by the BIA have been included in the New Proposal.

Annulment of the Deemed Assignment

12. The purpose of the New Proposal is to avoid a bankruptcy which would result in forced liquidation of the Company's assets and minimal, if any, recovery for its unsecured creditors. Consistent with this purpose, and critical to the implementation of the New Proposal, the Company seeks an order annulling the Deemed Assignment.
13. Pursuant to section 61(1) of the BIA, the approval of a proposal made after bankruptcy operates to annul the bankruptcy. Section 61(1) states:

Annulment of bankruptcy

61 (1) The approval by the court of a proposal made after bankruptcy operates to annul the bankruptcy and to re-vest in the debtor, or in such other person as the court may approve, all the right, title and interest of the trustee in the property of the debtor, unless the terms of the proposal otherwise provide.

14. While section 61(1) does not refer to an assignment, the approval of the proposal made after a bankruptcy in effect annuls the assignment.

EncoreFX Inc. (Re), 2023 BCSC 39, at para 14

15. Section 181(1) of the BIA states as follows:

Power of court to annul bankruptcy

181 (1) If, in the opinion of the court, a bankruptcy order ought not to have been made or an assignment ought not to have been filed, the court may by order annul the bankruptcy.

16. While section 181(1) of the BIA does not expressly provide for the annulment of a deemed assignment with respect to a proposal scheme, it provides authority for the court to annul a bankruptcy order or an assignment.
17. The annulment of the Deemed Assignment in these proposal proceedings, even if not specifically governed by section 61(1) and section 181(1) of the BIA, is consistent with the remedial purpose of the BIA and within this Court's power under section 183(1) of the BIA to exercise original, auxiliary and ancillary jurisdiction in bankruptcy and in other proceedings authorized by the BIA.

British Columbia v Peakhill Capital Inc., 2024 BCCA 246, at para 6, 25

18. Under section 183(1) of the BIA, this Court may rely on its inherent jurisdiction to exercise its general "gap-filling power," unless the legislature has specifically provided the contrary.
19. The BIA proposal provisions do not contain any provision to annul deemed assignment of a company after a proposal has been refused by creditors under section 57 of the BIA. In the absence of an express statutory provision to annul a deemed assignment with respect to a proposal scheme, this Court may rely on its inherent jurisdiction to fill in such gap.
20. The Court's discretionary power under section 181(1) of the BIA is to be determined on a case-by-case basis, taking into account the rights of the bankrupt, the creditors and the public.

Hervias (Re), 2018 BCSC 1579, at para. 22-26

21. In NOI proceedings, the court has inherent jurisdiction under section 183(1) of the BIA to address any legislative gap in furtherance of the purpose of the BIA. Creditor proposals have been recognized to have a remedial purpose which is to "permit the debtor to

continue to carry on business and, where possible, avoid the social and economic costs of liquidating its assets.”

Re Olympia & York Developments Ltd., 1997 CanLII 12400 (ONSC) at para 7
Century Services Inc. v Canada (Attorney General), 2010 SCC 60 at para 15
Elk Gold Mining Corp. (Re), 2024 BCSC 371 at para 42, 45

22. Annulment of the Deemed Assignment is necessary to give effect to the New Proposal, which is supported by the Proposal Trustee and unanimously approved by the Affected Creditors who voted at the Second Creditors Meeting. Such annulment would further the remedial purpose of the BIA’s proposal provisions, permitting the Company to carry on business and avoiding the social and economic costs of liquidating its assets.
23. In connection with the Stay Order, the Proposal Trustee filed an affidavit of Jonathan McNair made July 18, 2024 (the “**McNair Affidavit**”). The Company and the Proposal Trustee seek leave to withdraw the McNair Affidavit in connection with approval of the New Proposal and the annulment of the Deemed Assignment.

P.G. v L.S.G., 2004 BCSC 518, at para 36

Part 4: MATERIAL TO BE RELIED ON

1. 1st Affidavit of Eric Tyler Rumi, made on March 25, 2024.
2. 2nd Affidavit of Eric Tyler Rumi, made on May 7, 2024
3. First Report of the Proposal Trustee, filed on March 26, 2024.
4. Second Report of the Proposal Trustee, dated May 7, 2024.
5. Proposal Trustee’s Report on the Proposal, dated July 2, 2024.
6. Proposal Trustee’s Supplemental Report on the Proposal, dated December 20, 2024.
7. Proposal Trustee’s Report on the Proposal, to be filed.
8. Such further and other materials as counsel may advise and this Honourable Court may permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that

- (i) you intend to refer to at the hearing of this application, and
- (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: January 21, 2025



Signature of lawyer for the applicant

Daniel Shouldice

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____

Signature of Judge Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

discovery: comply with demand for documents

discovery: production of additional documents

other matters concerning document discovery

extend oral discovery

other matter concerning oral discovery

amend pleadings

add/change parties

summary judgment

summary trial

service

mediation

adjournments

proceedings at trial

case plan orders: amend

case plan orders: other

experts

x none of the above

SCHEDULE "A"

District of British Columbia
Division No.: 03 – Vancouver
Court No.: B-240183
Estate No.: 11-3052361
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
GOOD BUDS COMPANY INC.

SERVICE LIST

(as at July 24, 2024)

420 Premium Markets Ltd. 201, 255 17 th Avenue SW Calgary, AB T2S 2T8	907282 Ontario Inc. c/o 3 Atkins Avenue Toronto, ON M6K 1V9
Aelius LED 2601 Belisle Drive, Unit 4 Val Caron, ON P3N OA7	AirMed Canada Systems Inc. 301-780 Kings Road Victoria, BC V8T 5A2
Bank of Montreal 116 Fulford-Ganges Rd Salt Spring Island, BC V8K 2S4	BC Cannabis Inc. 6799 West Coast Road Sooke, BC V9Z 1H5
BC Hydro (Acct #000010296873) P.O. Box 9501 STN Terminal Vancouver, BC V6B 4N1	Blueleaf Logistics Unit 100,819 Cliveden Place Delta, BC V3M 6C7
Bodkin a division of Bennington Financial Corp. 102-1465 North Service Road East Oakville, ON L6H 1A7	Boomer Logistics Corporation 115 Miranda Avenue York, ON M6B 3WB

<p>Canadian Linen 947 North Park Street Victoria, BC V8T 1C5</p>	<p>Counsel for Canada Revenue Agency Angela Lam angela.lam@justice.gc.ca Nicole Johnston nicole.johnston@justice.gc.ca CRA – GST/HST – Vancouver Pacific Insolvency Intake Centre Surrey National Verification and Collection Centre 9755 King George Blvd Surrey, BC V3T 5E1</p>
<p>Davies Maintenance 344 Epron Rd Salt Spring Island, BC V8K 1C7</p>	<p>Fairlead Consulting 2711 Goldstream Crescent Coquitlam, BC V3C 5G6</p>
<p>Counsel for Farm Credit Canada Kate Yurkovich kate.yurkovich@gowlingwlg.com Clifton Prophet clifton.prophet@gowlingwlg.com Farm Credit Canada 100 - 120 Research Lane Guelph, ON N1G 0B5</p>	<p>Fresco Refrigeration Ltd. 156 Mansell Road Salt Spring Island, BC V8K 1P9</p>
<p>Good Buds Company International Inc. 1867 North End Road Salt Spring Island, BC V8K 1 C9</p>	<p>Great Little Box Company 748 Market Street Victoria, BC V8T 5K5</p>
<p>Health Canada – Receiver General 161 Goldenrod Drwy Ottawa, ON K1A 0K9</p>	<p>Intact Insurance Company 700 University Avenue, Suite 1500A Toronto, ON M5G 0A1</p>
<p>John Deere 3430 Superior Court Oakville, ON L6L 0C4</p>	<p>Mercari Agency Limited 300 - 192 Spadina Avenue Toronto, ON M5T 2C2</p>
<p>Ministry of Finance – PST – British Columbia Station Provincial Government PO Box 9445 Victoria, BC V8W 9V5</p>	<p>Pest Control Services 221 Donora Road Salt Spring Island, BC V8K 2H4</p>

Quality Analytical Services Unit A43, 64089 393 Avenue East Okotoks, AB T1S 0L1	QualityBox 4555 Hillbank Road Duncan, BC V9L 6M2
Receiver General for Canada-Excise PO Box 3800 Stn. A Sudbury, ON P3A 0C3	Alex Rumi 41 Melbourne Street Hamilton, ON LBP 2A5
Eric Rumi and Suzanne Rumi c/o 3 Atkins Avenue Toronto, ON M8K 1V9	Tyler Rumi c/o 3 Atkins Avenue Toronto, ON M8K 1V9
Sage 13888 Wireless Way, Suite 120 Richmond, BC V6V 0A3	Salt Spring Water Co. PO Box 767 Salt Spring Island, BC V8K 2W3
Saskatchewan Liquor & Gaming Authority 500 Victoria Ave Regina, SK S4P 3M3	Shaw Cable Systems – Vancouver Payment Solutions 900-1067 W Cordova St Vancouver, BC V6G 3T5
ULINE Box 3500, RPO Streetsville Mississauga, ON L5M 0S8 arbankruptcy@uline.com	WorkSafe BC PO Box 5350 Stn. Terminal Vancouver, BC V6B 5L5
British Columbia Liquor Distribution Board constantin.starck@bcldb.com	Alberta Gaming Liquor and Cannabis thuy.lee@aglc.ca lynn.fraser@aglc.ca natasha.savani@aglc.ca

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SANCTION

3. The Proposal and all of the transactions, terms and conditions contemplated therein are approved pursuant to the provisions of the BIA.
4. The Proposal Trustee, the Company and the directors of the Company are hereby authorized and directed to take all actions and steps necessary or appropriate to implement and complete the Proposal, including making all payments and distributions as required under the Proposal, without any requirement for further corporate action or approval by partners, shareholders, directors or officers of the Company.

ANNULMENT

5. The deemed assignment in bankruptcy of the Company under section 57 of the *Bankruptcy and Insolvency Act* is hereby annulled *ab initio*.

GENERAL

6. The Proposal Trustee is hereby granted leave to withdraw the affidavit of Jonathan McNair made July 18, 2024 (the "**McNair Affidavit**"). The registry is directed to return all copies of the McNair Affidavit to counsel for the Proposal Trustee.
7. Endorsement of this Order by counsel appearing on this application other than counsel for Company are hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the applicant
Good Buds Company Inc.
Daniel Shouldice

By the Court

Registrar

Schedule "A"
COUNSEL LIST

The Company	Daniel Shouldice

Schedule "B"

Schedule "B"

Schedule "B"

No: 11-3052361
Province of British Columbia
Bankruptcy Division
Vancouver Registry

In the Supreme Court of British Columbia

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, C. B-3, AS AMENDED**

AND

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GOOD BUDS COMPANY INC.**

PROPOSAL TO CREDITORS

DECEMBER 20, 2024

PROPOSAL TO CREDITORS

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Proposal, unless otherwise stated or the context otherwise requires:

“**Affected Claims**” means all Claims, other than Unaffected Claims.

“**Affected Creditors**” means any Creditor having an Affected Claim, but only with respect to, and to the extent of, such Affected Claim.

“**Affected Creditors Class**” means the class consisting of the Affected Creditors established under and for the purposes of this Proposal, including voting in respect thereof by Affected Creditors with Proven Claims.

“**Approval Order**” means an Order that, among other things, approves and directs the implementation of the Proposal and all actions and transactions set out herein, effective as at the Implementation Date in accordance with the terms of this Proposal.

“**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

“**Business Day**” means a day, other than a Saturday or Sunday, or a statutory holiday, on which banks are generally open for business in Vancouver, British Columbia.

“**Cannabis License**” means the Health Canada license issued to the Company related to the cultivation, processing and sale of cannabis and cannabis related products in Canada.

“**Cash Distribution**” means a cash distribution by the Proposal Trustee from the Cash Distribution Fund to Affected Creditors with a Proven Claim made in accordance with Article 3 and Schedule “A”.

“**Cash Distribution Dates**” means, subject to modifications made in accordance with Article 7, the distribution dates as set out in Schedule “A”.

“**Cash Distribution Fund**” means the fund established by the Company pursuant to and as described in Article 4.

“**Cash Distribution Fund Proceeds**” means the funds contributed to the Cash Distribution Fund in accordance with Article 4.

“**Claim**” means any right or claim of any Person against the Company which constitutes a “*claim provable in bankruptcy*” as that term is defined under the BIA, whether or not asserted in connection with any indebtedness, liability, or obligation was in existence on the Filing Date, as well as interest accrued that may accrue thereon, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including any legal, statutory, or equitable

fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against the Company with respect to any matter, cause or chose in action, but subject to any counterclaim, set-off or right of compensation in favour of the Company which may exist, which claim is based in whole or in part on facts which existed prior to the Filing Date and for clarity, includes Crown Claims.

“**Claims Bar Date**” has the meaning ascribed to it in Article 5.1 of this Proposal.

“**Company**” means Good Buds Company Inc.

“**Conditions Precedent**” means those condition precedents to the implementation of this Proposal as defined and enumerated in Article 6.1 of this Proposal.

“**Court**” means the Supreme Court of British Columbia, in bankruptcy and insolvency.

“**Creditor**” means any Person having a Claim.

“**Crown**” means Her Majesty the Queen in right of Canada or a province.

“**Crown Claims**” means the Claims of the Crown set out in Section 60(1.1) of the BIA outstanding as at the Filing Date against the Company, if any, payment of which will be made in priority to the payment of the Preferred Claims and to distributions in respect of the Affected Creditor Claims, and specifically excludes any other claims of the Crown.

“**Director**” means anyone who is, or is deemed to be, a director of the Company at the Filing Date.

“**Excise License**” means the license issued by the Canada Revenue Agency to the Company pursuant to the *Excise Act, 2001*.

“**Electronic Meeting Protocol**” means the protocol for conducting the Meeting electronically, substantially in the form attached hereto as Schedule “B”.

“**Filing Date**” means March 6, 2024, the date on which the Company filed a Notice of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada.

“**Implementation Date**” means the date on which all Condition Precedents have been satisfied.

“**Meeting**” means the meeting of the Affected Creditors Class held in accordance with Section 51(1) of the BIA and the Electronic Meeting Protocol for the purpose of considering and, if thought fit, voting to approve this Proposal and agreeing to the compromises and arrangements constituted hereby, and includes any subsequent reconvened meeting should any meeting be adjourned.

“Notice to Prove Claim” means the notice made pursuant to Section 149 of the BIA to be sent by the Proposal Trustee to all known Persons having a Claim that have not yet filed a Proof of Claim with the Proposal Trustee, advising such Creditors that if their Claims are not proven within 30 days after the sending of such notice (i.e. the Claims Bar Date), the Proposal Trustee will proceed to declare a dividend or final dividend without regard to that Creditor's Claim.

“Officers” means, anyone who is, or is deemed to be, an officer of the Company at the Filing Date.

“Order” means any order of the Court made in the Proposal Proceedings.

“Person” means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), any governmental authority, regulatory board, corporation, unincorporated association or organization, syndicate or other entity, whether or not having legal status.

“Post-Filing Claim” means a Claim arising from the supply of goods and services to the Company after the Filing Date or a claim for sales or excise taxes, source deductions or assessments and premiums arising in relation to such Claims. Post-Filing Claims do not include claims in respect of an obligation incurred prior to the Filing Date but which is payable after the Filing Date.

“Post Filing Creditor” means a Creditor having a Post-Filing Claim.

“Preferred Claim” means a Claim enumerated in Section 136(1) of the BIA outstanding as at the Filing Date against the Company, if any, the payment of which will be made in priority to distributions in respect of Affected Creditor Claims.

“Proof of Claim” means the form of document prescribed by the BIA to be filed with the Proposal Trustee to prove the Claim of a Creditor.

“Proposal” means this proposal among the Company and the Affected Creditors, as from time to time amended, modified or supplements pursuant to an Order, or pursuant to an agreement among the Company and the Affected Creditors as provided for herein, or at any Meeting.

“Proposal Proceedings” means the proceedings under the BIA commenced under the Supreme Court of British Columbia Action No. 11-3052361 (Vancouver Registry).

“Proposal Trustee” means Crowe MacKay & Company Ltd. in its capacity as proposal trustee of the Company.

“Proposal Trustee’s Costs” means all proper fees, expenses and legal costs of the Proposal Trustee arising in any way in relation to this Proposal.

“Proven Claim” means a Claim which, after delivery of a Proof of Claim to the Proposal Trustee has been: (a) admitted by the Proposal Trustee in whole or in part; or (b) disallowed by the Proposal Trustee and such disallowance has been subsequently (i) resolved by agreement among the Claimant, the Company and the Proposal Trustee; or (ii) set aside in whole or in part by the Court.

Proven Claims shall not include any amounts due to a Post-Filing Creditor in respect of a Post Filing Claim and shall not include any interest for the period subsequent to the Filing Date.

“**Related Creditor**” means any Person who is a “related person” as defined under Section 4 of the BIA having a Proven Claim to the extent of their Proven Claim.

“**Released Parties**” means those persons released by the Affected Creditors, as defined and enumerated in Article 2.7(c) of the Proposal.

“**Required Majority**” means a majority in number and two thirds in value of the Voting Creditors who vote on this Proposal in accordance with the voting procedures established hereby and under the BIA.

“**Rumi Group**” includes the following individuals and entity: Eric Maurice Rumi, Suzanne E. Rumi, Eric Tyler Rumi, Lucas Alexander Rumi, 907282 Ontario Inc., and Good Buds Company International Inc.

“**Secured Claims**” means a Claim that is secured by a Security Interest, which includes Farm Credit Canada and the Rumi Group.

“**Secured Creditor**” means a Person having a Secured Claim.

“**Security Interest**” means a mortgage, hypothec, prior claim, pledge, charge, lien or other security interest on or against the assets and property of the Company or any part thereof as security for a debt due and accruing from the Company, or any negotiable instrument held as collateral security and on which the Company is only indirectly or secondarily liable.

“**Unaffected Claim**” means a Claim of an Unaffected Creditor.

“**Unaffected Creditor**” means: (a) the Post-Filing Creditors; (b) the Secured Creditors; (c) the Crown (to the extent of any Crown Claims).

“**Voting Creditors**” means all Affected Creditors in attendance at the Meeting in person or by proxy and who are entitled to vote at the Meeting. For clarity, this excludes all Related Creditors, Unaffected Creditors (to the extent of their Unaffected Claims).

1.2 Interpretation

For the purposes of this Proposal:

- (a) the division of this Proposal into Articles and Sections and the insertion of headings are for convenience only and do not form part of this Proposal and will not be used to interpret, define or limit the scope, extent or intent of this Proposal;
- (b) the words “hereunder”, “hereof”, and similar expressions, refer to this Proposal and not to any particular Article, Section or Schedule and references to Articles, Sections and Schedules are to Articles and Sections of, and Schedules to this Proposal;

- (c) words importing the singular include the plural and vice versa and words importing any gender include all genders;
- (d) the words “includes” and “including”, and similar terms of inclusion shall not, unless expressly modified by the words only or solely, be construed as terms of limitation, but rather shall mean “includes without limitation”, or “including without limitation”, as applicable, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) a reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced, and includes any regulation made thereunder;
- (f) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restated or replaced from time to time; and
- (g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Vancouver, British Columbia, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

1.3 Currency

All references to amounts of money mean the lawful currency of Canada unless otherwise expressly indicated. For purposes relating to voting on this Proposal and calculating distributions thereunder, any Claims submitted and denominated in a currency other than Canadian dollars shall be converted to Canadian dollars as at the Filing Date based on the applicable daily average exchange rate published by the Bank of Canada on the Filing Date.

1.4 Interest

Interest shall not accrue or be paid on any Affected Claims after the Filing Date, and no Affected Claims shall be entitled to interest accruing on or after the Filing Date.

1.5 Date for Any Action

In the event that any date on which any action is required to be taken under this Proposal is not a Business Day, that action shall be required to be taken on the following date that is a Business Day.

1.6 Schedules

- Schedule “A”: Cash Distribution Schedule
- Schedule “B”: Electronic Meeting Protocol

ARTICLE 2 PURPOSE AND EFFECT OF PROPOSAL

2.1 Purpose of Proposal

The purpose of this Proposal is to enable the Company to preserve and carry on its core business.

In the event of the bankruptcy of the Company and the forced liquidation of its assets, it is very unlikely that there will be any more than nominal recovery by any Creditors other than Secured Creditors. The successful implementation of this Proposal will enable the Company to continue its business operations.

2.2 Overview of Proposal

This Proposal provides for the compromise of the Affected Creditor Claims of the Affected Creditors. The Affected Creditors will receive a cash distribution in accordance with Article 3. The Cash Distribution Fund will be funded by sales revenues and/or the raising of capital by the Company. This Proposal will, as of the Implementation Date, be effective and binding on all Persons affected by the Proposal, and to whom this Proposal is made.

The alternative to this Proposal is the bankruptcy of the Company and the immediate liquidation of its assets. In a bankruptcy scenario, it is expected that it will be difficult, if not impossible, for a bankruptcy trustee to realize on the assets of the Company to such a degree that there will be a distribution to the unsecured creditors. In a bankruptcy, the Secured Creditors will be entitled to a distribution, if any, in priority to the unsecured creditors, thereby reducing the amount available for distribution to any unsecured creditors.

In the event of the bankruptcy of the Company, the Cannabis and Excise Licenses will likely be terminated. In such circumstances, it is unlikely that the Proposal Trustee or any other trustee in bankruptcy in respect of the Company would be legally authorized to realize upon the cannabis inventory held by the Company at the date of bankruptcy. The most likely outcome in such circumstances is the destruction of the cannabis with a corresponding negative impact on the chances of any distribution to unsecured creditors.

In the event that this Proposal is approved by the Required Majority, the Rumi Group has agreed to not file a Proof of Claim and waive its rights to participate in this Proposal with respect to any amount of the Claim of the Rumi Group being an unsecured claim.

Accordingly, and as will be apparent from the foregoing, this Proposal is premised on the expectation that Affected Creditors will derive a materially greater benefit from this Proposal than would result from a bankruptcy and the immediate liquidation of the Company's assets.

2.3 Proposal Trustee Under this Proposal

Subject to the provisions of the BIA, the Proposal Trustee shall act as the administrator for certain purposes connected with this Proposal, including administration of the Proof of Claims process and the Meeting, as well as the distribution of the Proposal Proceeds, all in accordance with this Proposal.

2.4 Persons Affected by this Proposal

This Proposal provides for, among other things, the compromise, discharge, and release of all Affected Claims against the Company. Accordingly, on the Implementation Date, this Proposal will become effective and shall be binding on the Company, the Affected Creditors and all other Persons named or referred to in, or subject to, this Proposal.

2.5 Unaffected Claims

This Proposal does not affect Unaffected Claims. Persons with Unaffected Claims will not be entitled to vote on or receive any distributions under this Proposal in respect of such Claims. Nothing in this Proposal shall affect any of the Company's rights and defences, both legal and equitable, with respect to any Unaffected Claim, including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such Claims.

2.6 Equity Claims

Persons having equity claims or equity interests (such as those terms are defined in the BIA), shall not be entitled to receive a distribution under this Proposal or otherwise receive anything in respect of their shares or interest or be entitled to vote on this Proposal on its equity claim.

2.7 Release of Company, Directors and Officers and Proposal Trustee by Affected Creditors

Upon the Company meeting its obligations to the Affected Creditors under this Proposal, each Affected Creditor hereby, and without the need for any further action, releases:

- (a) the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims; and
- (b) the Directors and Officers from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims, where the Directors and Officers are, by law, liable in such capacity, provided however that nothing herein shall release any of the Directors or Officers from claims that may not be compromised under a proposal as set out in subsection 50(14) of the BIA.

Once the Company has met its obligations to the Affected Creditors under this Proposal, no Affected Creditor shall have any right, remedy or claim against the Proposal Trustee or the Company, and each of their respective past and present Directors and Officers, employees,

financial advisors, legal counsel, representatives and agents, (each a “Released Party”, and collectively, the “Released Parties”) for anything arising in connection with this Proposal or these Proposal Proceedings. The Released Parties shall then be fully and irrevocably released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Affected Creditor may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, agreement, guarantee, surety, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Implementation Date that are in any way relating to, arising out of or in connection with the Claims, as applicable, all to the full extent permitted by applicable law, provided that nothing herein shall release or discharge a Released Party for gross negligence, criminal, fraudulent or other wilful misconduct, if any such party is found liable or guilty, as the case may be, for such misconduct by the express terms of a judgment rendered on a final determination on the merits.

ARTICLE 3 TREATMENT OF CREDITORS

3.1 Classes of Creditors

For the purposes of considering and voting on this Proposal, there shall only be one class of creditors, being the Affected Creditors Class.

3.2 Affected Creditors

The Proposal Trustee shall pay from the Cash Distribution Fund to each Affected Creditor with a Proven Claim a Cash Distribution equal to:

- i. 100% of its Proven Claim up to a maximum of \$2,500; and
- ii. 10% of the remaining balance of its Proven Claim.

The Cash Distributions calculated under section 3.2(i) will be funded over the first three months following the Implementation Date and paid to Affected Creditors by the end of the fourth month following the Implementation Date.

The Cash Distributions calculated under section 3.2(ii) will be funded over the remaining 57-month period in the Proposal term, and paid to Affected Creditors in five instalments issued on or before the anniversary of the Implementation Date for the following five years.

3.3 Unaffected Claims

Unaffected Claims are not included under or in any way affected by this Proposal. Unaffected Claims that are not Post-Filing Claims will be paid in accordance with existing agreements between the Unaffected Creditors and the Company or in accordance with alternative arrangements to be negotiated concurrently with the filing and implementation of this Proposal.

Unaffected Claims that are Post-Filing Claims will be unaffected by this Proposal and will be paid by the Company in the ordinary course of business.

3.4 Crown Claims and Preferred Claims

Crown Claims that are Proven Claims (if any) shall be paid in their entirety, without interest, within six months after the granting of the Approval Order in accordance with the scheme of distribution set forth in the BIA.

Preferred Claims that are Proven Claims (if any) shall be paid in full on or after the date that is immediately upon the Approval Order, in accordance with the scheme of distribution set forth in the BIA.

3.5 Proposal Trustee's Costs

The Proposal Trustee's Costs in respect of this Proposal shall be paid by the Company in the ordinary course of business and in accordance with the agreements between the Company and the Proposal Trustee.

3.6 Full Satisfaction of All Affected Creditor Claims and No Other Entitlements

All Affected Creditors shall accept the consideration set out in Article 3 hereof in full and complete satisfaction of their Affected Creditor Claims, and all liens, certificates of pending litigation, executions, or other similar charges or actions or proceedings in respect of such Affected Creditor Claims will have no effect in law or in equity against the Company, or other assets and undertaking of the Company. When implementation of the Proposal is complete, any and all such registered liens, certificates of pending litigation, executions or other similar charges or actions brought, made or claimed by Affected Creditors will be deemed to have been discharged, dismissed or vacated without cost to the Company and the Company will be released from any and all Affected Creditor Claims of Affected Creditors.

ARTICLE 4 CASH DISTRIBUTION FUND & CASH DISTRIBUTION

4.1 Cash Distribution Fund

The Company will fund the Cash Distribution Fund by way of making monthly payments to the Proposal Trustee in respect of each of the Cash Distributions set out in Schedule "A".

The Company shall make such payments to the Proposal Trustee on dates and in a manner to be reasonably determined by the Proposal Trustee so as to enable the Proposal Trustee to facilitate Cash Distributions from the Cash Distribution Fund in accordance with this Proposal.

All amounts comprising the Cash Distribution Fund will be delivered to the Proposal Trustee, and will be held by the Proposal Trustee, in trust, pending distribution to Affected Creditors in the time and manner set out in Article 3 and Schedule "A".

4.2 Cash Distribution

In accordance with Article 3, the Cash Distribution Fund Proceeds shall be distributed by the Proposal Trustee as soon as practicably possible, but in any event within thirty (30) days of the Cash Distribution Dates in accordance with Article 3 and Schedule "A".

4.3 Method of Distributions

Unless otherwise agreed to by the Proposal Trustee and an Affected Creditor, all Cash Distributions made by the Proposal Trustee from the Cash Distribution Fund pursuant to this Proposal shall be made by cheque mailed to the address shown on the proof of claim filed by such Affected Creditor or, where an Affected Creditor has provided the Trustee with written notice of a change of address, to such address set out in that notice.

ARTICLE 5 MEETING OF CREDITORS

5.1 Proving Claims

The procedure for dealing with the allowance, disallowance, and resolution of Proof of Claims will be as set out in Section 135 of the BIA.

To be eligible to receive a distribution in accordance with Article 3, Creditors must have filed a Proof of Claim in accordance with the BIA such that it is actually received by the Proposal Trustee in accordance with the BIA and by no later than the date that is 30 days from the date on which the Proposal Trustee delivers the Notice to Prove Claim (the "**Claims Bar Date**") pursuant to Section 149 of the BIA. The Proposal Trustee may issue the Notice to Prove Claim at its discretion anytime following the Implementation Date.

Affected Creditors that fail to file their Proof of Claim with the Proposal Trustee before the Claims Bar Date will not be eligible for participation in the proposed distribution under this Proposal and their claims will be forever barred as against the Company.

5.2 Meeting

Unless otherwise ordered by the Court, the Meeting shall be held at 10:00 a.m. (Vancouver time) on January 14, 2025, virtually, in accordance with the Electronic Meeting Protocol. For an invitation to join the meeting, please contact the Proposal Trustee at: tetsu.takagaki@crowemackay.ca

5.3 Conduct of Meeting

Unless otherwise ordered by the Court, the Meeting shall be chaired by a representative of the Office of the Superintendent in Bankruptcy, or the nominee thereof. The Meeting shall be conducted in accordance with Part III, Division I of the BIA.

The only Persons entitled to attend the Meeting are the Affected Creditors with Proven Claims, including the holders of proxies, and their legal counsel, if any, and the Directors and Officers of

the Company, auditors, advisors and legal counsel of the Company, together with such representatives of the Proposal Trustee as the Proposal Trustee may appoint in its discretion, legal counsel for the Proposal Trustee and such scrutineers as may be duly appointed by the chair of the Meeting. Any other person may be admitted only on invitation of the chair of the Meeting.

5.4 Voting at the Meeting

Each Voting Creditor will be entitled to vote the full amount of its Proven Claim at the Meeting. Each Voting Creditor shall have one vote for the purposes of determining a majority in number, and each Voting Creditor shall be entitled to one vote for every \$1.00 of its Proven Claim for the purposes of determining a majority in value.

5.5 Parties Not Entitled to Vote

Related Creditors and Unaffected Creditors, to the extent of their Unaffected Claims, shall not be entitled to vote at the Meeting.

5.6 Adjournment of the Meeting

The Meeting may be adjourned in accordance with Section 52 of the BIA. If the Meeting is adjourned, no further Proof of Claims nor proxies shall be filed with or accepted by the Proposal Trustee or the Company for the purpose of voting at any reconvening of the Meeting.

5.7 Proxies and Voting Letters

Affected Creditors with Proven Claims will be entitled to vote at the Meeting by proxy or voting letter. The particulars with respect to voting by proxy or voting letter will be detailed in the Proof of Claim package and will be binding upon all Affected Creditors.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Conditions Precedent

The implementation of this Proposal by the Company on the Implementation Date is subject to the satisfaction by the Company of the following conditions precedent (collectively, the “**Conditions Precedent**”):

- (a) this Proposal shall have been approved by the Affected Creditors Class by the Required Majority in accordance with the provisions of the BIA;
- (b) the Approval Order sanctioning this Proposal shall have been made, and the effect of the Approval Order shall not have been stayed, revised, modified, reversed or amended, and the Approval Order shall, among other things:
 - i. declare that: (1) this Proposal has been approved by the Required Majority of the Affected Creditors Class in conformity with the BIA; and (2) this Proposal and the transactions contemplated hereby, are fair and reasonable, and in the

best interests of the Company, the Affected Creditors, and the other stakeholders;

- ii. order that this Proposal is sanctioned and approved pursuant to the BIA; and
- iii. authorize and direct the Company and the Proposal Trustee to execute and deliver the agreements, documents, and instruments contemplated by this Proposal in order to effect all actions contemplated by this Proposal.

(c) all other actions, documents and agreements necessary to implement this Proposal as required herein shall have been effected and executed.

The non-fulfillment or non-satisfaction of any of the Conditions Precedent set forth in this Article 6.1(a) through (c) shall constitute a default under this Proposal for the purposes of Section 62.1 of the BIA and otherwise under this Proposal.

ARTICLE 7 AMENDMENT AND MODIFICATIONS

7.1 Modification to Proposal before or at Meeting

The Company reserves the right, with the consent of the Proposal Trustee and/or inspectors (if any), to amend, modify, supplement or restate this Proposal at any time prior to the Meeting, or at the Meeting, in which case the amended, modified, supplemented or restated proposal will be put before the Affected Creditors Class for approval at the Meeting.

7.2 Modification of Proposal after Meeting

After the Meeting, this Proposal may be modified from time to time:

- (a) by the Company, if the amendment is considered by the Proposal Trustee and the inspectors (if any) to be non-substantive in nature, and, with the approval of the Proposal Trustee; and
- (b) by the Court on application of the Company or the Proposal Trustee and upon notice to those determined by the applicant to be directly affected by the proposed modification.

ARTICLE 8 APPLICATION FOR COURT APPROVAL & EFFECT OF PROPOSAL

8.1 Application for Court Approval

Upon the conclusion of the Meeting, if this Proposal has been approved by the Affected Creditors Class by the Required Majority, the Proposal Trustee shall apply to the Court for the Approval Order. Subject only to the Approval Order being granted and the satisfaction of those Conditions Precedent enumerated in Article 6.1, this Proposal will be implemented by the Company and will

be binding upon all the Affected Creditors and all other Persons affected by this Proposal in accordance with its terms.

8.2 Binding Effect of Proposal

After the issuance of the Approval Order by the Court, subject to satisfaction of the Conditions Precedent, the Proposal shall be implemented by the Company and shall be fully effective and binding on the Company and all Persons affected by the Proposal. Without limitation, the treatment of Affected Creditor Claims under the Proposal shall be final and binding on the Company, the Affected Creditors, and all Persons affected by the Proposal and their respective heirs, executors, administrators, legal representatives, successors, and assigns. For greater certainty, this Proposal shall have no effect upon Unaffected Creditors.

ARTICLE 9 NOTICE, UNDELIVERABLE DISTRIBUTIONS AND THE LEVY

9.1 Notices and Payments to Affected Creditors

Any notices, correspondence and distributions to Affected Creditors under or in relation to this Proposal shall be delivered to the address provided by each Affected Creditor unless the Company and the Proposal Trustee are notified by an Affected Creditor in writing of an alternative address for delivery.

9.2 Undeliverable Distributions

If any distribution, delivery or correspondence to an Affected Creditor under this Proposal is returned to the sender as undeliverable, no further distributions, deliveries or correspondence shall be made to that Affected Creditor unless and until the sender is notified by such Affected Creditor, in writing, of their current address, at which time any missed deliveries, distributions (without interest) and correspondence shall be delivered to such Affected Creditor.

Undeliverable distributions shall be retained by the sender until they are claimed or until six months after the date of such distribution, after which they shall revert to the Company, free of any restrictions or claims thereon.

9.3 Withholding Taxes and Superintendent's Levy

All distributions to the Affected Creditors under this Proposal shall be made net of the levy imposed by the Superintendent of Bankruptcy under the BIA. This includes any distribution of equity. Notwithstanding any other provision of this Proposal, each Affected Creditor that receives a distribution pursuant to this Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

ARTICLE 10 ADDITIONAL TERMS

10.1 Excise License

The failure of the Company to satisfy the financial security requirements of the Excise License, by way of cash held by the Canada Revenue Agency as security or by way of surety bond, and/or any fee requirements under the Cannabis Fees Order, shall constitute a default under the Proposal. The Company shall notify the Proposal Trustee of any such failure, or any material change in the status of its surety bond or with respect to the Cannabis License and/or Cannabis Fees Order. The Company shall have 30 days to remedy the default in accordance with section 62.1 of the *Bankruptcy and Insolvency Act* and if the default is not remedied in such time then the Proposal Trustee shall notify the creditors and the official receiver of such default in accordance with section 62.1 of the *Bankruptcy and Insolvency Act*.

10.2 Federal Tax Remittances

The failure of the Company to remit any amounts when due to the federal Crown, including any and all amounts due and owing under the relevant tax legislation, specifically the *Income Tax Act*, *Excise Tax Act*, *Employment Insurance Act*, *Canada Pension Plan*, and/or the *Excise Act, 2001*, and the Cannabis Fees Order shall constitute a default under the proposal and entitle the federal Crown to notify the Proposal Trustee of such default. Upon notice of such default being provided to the Proposal Trustee and the Company, the Company shall have 30 days to remedy the default in accordance with section 62.1 of the *Bankruptcy and Insolvency Act* and if the default is not remedied in such time then the Proposal Trustee shall notify the creditors and the official receiver of such default in accordance with section 62.1 of the *Bankruptcy and Insolvency Act*.

10.3 Tax Return Filings

The Company shall file all appropriate tax returns, when due, and as required under the relevant tax legislation, specifically the *Income Tax Act*, *Excise Tax Act*, *Employment Insurance Act*, and *Canada Pension Plan*.

10.4 Statement of Cannabis Revenue

The Company shall file the Statement of Cannabis Revenue with Health Canada when due as required under the Cannabis Fees Order.

10.5 Proposal Trustee's Fees

The Company shall pay all of the Proposal Trustee's reasonable fees when due until the Proposal has been successfully implemented and shall maintain the \$50,000 retainer held by the Proposal Trustee until the Cash Distribution Fund has been fully satisfied in accordance with section 4.1 herein.

ARTICLE 11 GENERAL

11.1 Capacity of Proposal Trustee

Crowe MacKay & Company Ltd. is acting in its capacity as Proposal Trustee and not in its personal capacity, and shall not incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of the Company, whether existing as at the Filing Date or incurred subsequent thereto and no Person shall have any Claim against Crowe MacKay & Company Ltd. in respect thereof. The foregoing is in addition to, and not substitution for, and in no way affects any protections afforded Crowe MacKay & Company Ltd. under the BIA or elsewhere.

11.2 Certificate of Completion

Upon the Proposal Trustee making the last distributions to the Affected Creditors as contemplated by this Proposal, the terms of this Proposal shall be deemed to be fully performed and the Proposal Trustee shall provide to the Official Receiver a certificate pursuant to Section 65.3 of the BIA and the Proposal Trustee shall thereupon be entitled to be discharged.

11.3 No Default

Each Affected Creditor will be deemed to have waived any default by the Company in any provision, expressed or implied or in any agreement existing between the Affected Creditor and the Company that occurred on or prior to the Implementation Date. Each Affected Creditor will be deemed to have agreed that, to the extent there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal take precedence and the provisions of any such agreement are amended accordingly.

11.4 Conflict Between this Proposal and Other Agreements

From and after the Implementation Date, any conflict between: (a) this Proposal; and (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, purchase order, mortgage, security agreement, indenture, trust indenture, loan or other agreement, commitment letter, lease or other arrangement or undertaking, written or oral (including any and all amendments or supplements thereto) existing with, between or among one or more of the Affected Creditors and the Company as at the Implementation Date, will be deemed to be governed by the provisions of this Proposal and the Approval Order, which shall take precedence and priority. For greater certainty, all Affected Creditors shall be deemed to consent to all transactions contemplated in this Proposal.

11.5 Severability

If, subsequent to the Implementation Date, any term or provision of this Proposal is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Company or Proposal Trustee, shall have the power to alter and interpret such term or provision to make it valid or

enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

11.6 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated herein.

11.7 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.8 Notices to Company or Proposal Trustee

All notices, Proofs of Claim, and other correspondence relating to this Proposal and to be delivered to the Company or the Proposal Trustee shall be in writing and shall be delivered either personally, by email, by regular mail, by registered mail or by certified mail, return receipt requested, at the following address:

To the Company

1867 North End Road
Salt Spring Island, BC V8K 1C9

With a copy to:

McMillan LLP
1500 - 1055 West Georgia Street
Vancouver, BC V6E 4N7
Attention: Daniel Shouldice
Email: daniel.shouldice@mcmillan.ca

To the Proposal Trustee

Crowe MacKay & Company Ltd., in its capacity as
Proposal Trustee of Good Buds Company Inc.
1100 - 1177 West Hastings Street
Vancouver, BC V6E 4T5
Attention: Jonathan McNair / Tetsu Takagaki
Email: jonathan.mcnair@crowemackay.ca / tetsu.takagaki@crowemackay.ca

With a copy to:

Dentons Canada LLP
20th Floor – 250 Howe Street
Vancouver, BC V6C 3R8
Attention: Jordan Schultz
Email: Jordan.schultz@dentons.com

11.9 Successors and Assigns

This Proposal is binding upon the Company, the Creditors and their respective heirs, executors, administrators, successors and assigns.

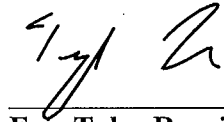
11.10 Date and Reference

This Proposal may be referred to as being the Proposal of the Company dated for reference December 20, 2024.

DATED at Salt Spring Island, in the Province of British Columbia on this 20th day of December, 2024.

GOOD BUDS COMPANY INC.

Per:



Eric Tyler Rumi
Authorized Signatory

In the Supreme Court of British Columbia

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C.
B-3, AS AMENDED**

AND

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GOOD BUDS COMPANY INC.**

SCHEDULE "A" TO THE PROPOSAL

CASH DISTRIBUTION SCHEDULE

1. In accordance with Article 3 of the Proposal, Cash Distributions will be paid to Affected Creditors with Proven Claims as outlined in the following schedule, subject to the paragraph below:

Tranche	Cash Distribution Dates
1	120 days from the Implementation Date
2	1 year from the Implementation Date
3	2 years from the Implementation Date
4	3 years from the Implementation Date
5	4 years from the Implementation Date
6	5 years from the Implementation Date

2. Note: in accordance with Article 3 of the Proposal, the Company may, at its sole discretion, accelerate the payment of Cash Distributions.

No: 11-3052361
Province of British Columbia
Bankruptcy Division
Vancouver Registry

In the Supreme Court of British Columbia

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C.
B-3, AS AMENDED**

AND

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
GOOD BUDS COMPANY INC.**

SCHEDULE “B” TO THE PROPOSAL

ELECTRONIC MEETING PROTOCOL

On March 6, 2024, Good Buds Company Inc. (the “**Company**”) filed a Notice of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to Section 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 (the “**BIA**”), and Crowe MacKay & Company Ltd. was appointed proposal trustee (in such capacity, the “**Proposal Trustee**”) in relation to the Company’s proposal proceedings under the BIA.

By order of the Honourable Justice Ahmad granted May 17, 2024, among other things, the time for filing the Company’s proposal under Part III of the BIA was extended to 11:59 pm Vancouver time on July 4, 2024.

On June 28, 2024, the Company filed a proposal dated June 28, 2024 (the “**June Proposal**”) with the official receiver pursuant to Division I of Part III of the BIA. The June Proposal was not approved pursuant to a vote at a meeting of the Company’s creditors on July 17, 2024. By order of the Honourable Madam Justice Sharma granted July 18, 2024, the deemed assignment in bankruptcy of the Company was stayed.

The Proposal Trustee is authorized to convene, hold, and conduct a meeting of the Company’s creditors (the “**Meeting**”) to consider and vote on the Company’s Proposal to Creditors dated December 20, 2024, as may be amended (the “**Proposal**”).

A. MEETING DETAILS

1. date of the Meeting: January 14, 2025;
2. time of the Meeting: 10:00 a.m. (Vancouver time);
3. Meeting Platform: Zoom.

B. TECHNOLOGY AND MEETING ETIQUETTE

4. The Meeting will be conducted using the Zoom virtual meeting platform. The Zoom virtual meeting platform can be downloaded at <https://zoom.us/download> or accessed through your web browser.
5. Prior to the Meeting, you are required to learn the software as the Proposal Trustee will not have the capacity to answer questions concerning the technology during the Meeting.
6. During the Meeting:
 - (a) leave your microphone device on “mute” until recognized by the Proposal Trustee to prevent background noise; and
 - (b) turn your video feed off within the program, to prevent unnecessary use of bandwidth.

C. PRE-MEETING REQUIREMENTS

7. Proxy/ Voting Letter cut-off: All proxies or voting letters to be delivered to the Proposal Trustee in accordance with the Proof of Claim package must be received by the Proposal Trustee by no later than noon on January 10, 2025. The Proposal Trustee will provide you with confirmation of receipt. If you have not received confirmation of receipt by 12:30 p.m. on January 10, 2025, please follow up with the Proposal Trustee by email to: jonathan.mcnair@crowemackay.ca / tetsu.takagaki@crowemackay.ca.
8. Attendance Notice: Parties intending to attend the Meeting through Zoom shall notify the Proposal Trustee by email to jonathan.mcnair@crowemackay.ca / tetsu.takagaki@crowemackay.ca by no later than noon on January 13, 2025. The Proposal Trustee will provide you with confirmation of receipt. If you have not received confirmation of receipt by 12:30 p.m. on January 13, 2025, please follow up with the Proposal Trustee by sending an email to: jonathan.mcnair@crowemackay.ca / tetsu.takagaki@crowemackay.ca.
9. Prior to the Meeting, the Proposal Trustee will provide information by email to parties that have delivered proxies, voting letters, or notices of attendance. The information to be provided in advance of the Meeting is:
 - (a) a proposed agenda for the Meeting;

- (b) a unique creditor identification number;
- (c) confirmation as to the status of your Claim (i.e. whether it is admitted or contested for voting purposes); and
- (d) the meeting ID and password.

D. CONDUCT OF MEETING

10. Registration: The Zoom Meeting will be open at 9:00 a.m. on January 14, 2025, to provide sufficient time for registration. You are encouraged to call in early, and no later than 9:30 a.m. so that the registration process can be completed in a timely fashion and not delay the commencement of the Meeting. The Meeting will begin promptly, and the Proposal Trustee may not have capacity to admit late registrations.

11. During the registration process, you will be required to:

- (a) identify yourself by your unique creditor identification number and/or whether you hold a proxy or voting letter;
- (b) identify any additional individuals in attendance with you, including their capacity (legal counsel and firm as applicable); and
- (c) confirm your contact details and Claim amount.

12. Calling the Meeting to Order: A representative of the Office of the Superintendent of Bankruptcy or its nominee will act as “chair” of the Meeting (in that capacity, the “**Chair**”). The Chair will call the Meeting to order at 10:00 a.m. Vancouver time on January 14, 2025, and will adjourn the Meeting if the Chair determines that such is necessary to permit completion of the registration process. The time of the adjournment will be estimated by the Chair at the time the adjournment is declared.

13. Motions and Voting at the Meeting: The Proposal Trustee will maintain a roster of all participants compiled during the registration process. When a motion is called for by the Chair, either as a standard protocol motion for such meetings or based on a request for a motion generally, the Chair will request from the general population of Affected Creditors (as defined in the Proposal) in attendance at the Meeting for:

- (a) a second of the motion; and
- (b) a call for a vote on the motion, by the Required Majority (as defined in the Proposal).

14. In all instances, and in respect of all motions and votes, the Proposal Trustee shall accept votes electronically, by email or by such other means as the Proposal Trustee deems sufficient in the circumstances.

15. Questions at the Meeting: The Zoom platform includes a chat feature that allows you to submit questions to the Chair electronically. For the purposes of asking questions at the Meeting, please use the chat feature and: (a) include your creditor identification number; and (b) advise that you wish to ask a question. In an effort to mitigate disruptions, the Proposal Trustee or Chair may turn off the video and mute the microphone of any or all participants while the meeting is underway.

16. The Chair will recognize your interest in asking a question in the following priority:

- a) those that have submitted requests via the chat function, and in the order of registration; and
- b) those that are unable to register on the chat or prefer not to do so, via a general call for questions.

17. Once recognized by the Chair, and before asking your question, please: (a) state your creditor identification number; (b) your name; and (c) the creditor you represent. You may then ask your question.

18. For clarity, you will not be permitted to ask a question or to speak at the Meeting unless and until you have been recognized by the Chair.

E. POST-MEETING REPORTING

19. As mentioned above, the Proposal Trustee shall accept votes electronically, by email or by such other means as the Proposal Trustee deems sufficient and advises in the circumstances. The Proposal Trustee or Chair will allot 15 minutes for participants at the meeting to submit their votes electronically. The Chair will adjourn the meeting on a short-term basis to allow time for the Proposal Trustee to compile all votes.

20. Once the votes have been compiled, the Chair will reconvene the meeting and the Proposal Trustee will provide a report that includes:

- (a) A summary of all motions called at the Meeting;
- (b) The result of the votes on each motion; and
- (c) Such further and other information as determined by the Proposal Trustee to be necessary. This report will be available on the Proposal Trustee's website at: <https://crowemackayco.ca/project/good-buds-company-inc/>.