



Court File No. BK-25-03298880-0031  
Estate No. 31-3298880

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE ) WEDNESDAY, THE 28<sup>TH</sup>  
JUSTICE CONWAY ) DAY OF JANUARY, 2026

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

**AND IN THE MATTER OF THE PROPOSAL OF MORRIS  
MARKETING GROUP INC.**

**ORDER  
(Proposal Approval and Ancillary Relief)**

**THIS MOTION**, made by Dodick Landau Inc. (“**DLI**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) of Morris Marketing Group Inc. (the “**Company**”), pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), for an Order, among other things: (a) approving of the Amended Proposal dated December 16, 2025 in the form attached hereto as Schedule “A” (the “**Amended Proposal**”); and (b) granting certain ancillary relief, was heard this day by video conference.

**ON READING** the Motion Record of the Proposal Trustee dated January 21, 2026, including the Report of the Proposal Trustee on Proposal dated December 23, 2025 (the “**Proposal Report**”), the Report of the Proposal Trustee dated January 18, 2026 (the “**First Report**”), the Fee Affidavit of Rahn Dodick sworn January 16, 2026 (the “**DLI Fee Affidavit**”) and the Fee Affidavit of Natasha Rambaran sworn January 16, 2026 (the “**RECON Fee**”

**Affidavit**”), and on hearing the submissions of counsel for the Company, counsel for the Proposal Trustee, and such other parties that were present, no one else appearing although duly served as appears from the Affidavit of Service of Alina Stoica dated January 21, 2026, filed,

#### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the other materials relied upon for this motion, is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meaning given to them in the Amended Proposal or the First Report.

#### **APPROVAL OF THE AMENDED PROPOSAL**

3. **THIS COURT ORDERS** that the Amended Proposal attached as Schedule “A” hereto be and is hereby approved.
4. **THIS COURT ORDERS** that, as of the Effective Date at the time or times and in the manner set forth in the Amended Proposal: (a) the Amended Proposal and all associated steps, compromises, settlements, satisfactions, releases, discharges, transactions and arrangements contemplated thereby are approved, binding, and effective in accordance with the provisions of the Amended Proposal and the BIA; and (b) the treatment of Affected Claims of Affected Creditors under the Amended Proposal shall be final and binding for all purposes and enure to the benefit of the Company, the Affected Creditors, and all other Persons named or referred to in the Amended Proposal, or subject to the Amended Proposal, and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

## **IMPLEMENTATION OF THE AMENDED PROPOSAL**

5. **THIS COURT ORDERS** that the Proposal Trustee and the Company be and are hereby authorized, directed and empowered to perform their functions and fulfill their obligations under the Amended Proposal to facilitate the implementation of the Amended Proposal and distributions to Affected Creditors thereunder.

6. **THIS COURT ORDERS** that the Proposal Trustee, the Company, Elm Street Technology, LLC, and any other Person required to make distributions, payments, deliveries or allocations, or take any steps or actions related thereto pursuant to the Amended Proposal on behalf of the Company or otherwise, are hereby authorized and directed to complete such distributions, payments, deliveries or allocations and to take any such related steps or actions, as the case may be, in accordance with the terms of the Amended Proposal, and such distributions, payments, deliveries and allocations contemplated by the Amended Proposal and such steps and actions related thereto, are hereby approved.

7. **THIS COURT ORDERS** that the Proposal Trustee and the Company are authorized and directed to take all actions necessary or appropriate to enter into, adopt, execute, deliver, implement, and consummate all matters contemplated under the Amended Proposal and all agreements, transactions, and documents contemplated by the Amended Proposal.

8. **THIS COURT ORDERS** that as soon as practicable after the Amended Proposal has been fully performed, the Proposal Trustee shall deliver its certificate of full performance to the Company and the official receiver pursuant to section 65.3 of the BIA.

## **WAGE EARNER PROTECTION PROGRAM ACT**

9. **THIS COURT ORDERS AND DECLARES** that pursuant to paragraph 5(1)(b)(iv) and subsection 5(5) of the *Wage Earner Protection Program Act (Canada)* ("**WEPPA**"), the Company

meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008- 222, and the former employees of the Company are eligible to receive payment under and in accordance with WEPPA following the termination of their employment.

#### **APPROVAL OF REPORTS**

10. **THIS COURT ORDERS** that the Proposal Report and the First Report, and the activities of the Proposal Trustee described in each therein, are hereby approved; *provided, however*, that only the Proposal Trustee in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any way such approval.

#### **APPROVAL OF FEES**

11. **THIS COURT ORDERS** that the professional fees and disbursements of DLI in its capacity as Proposal Trustee for the period from October 16, 2025 to January 15, 2026, in the amount of \$135,876.81 (being fees of \$117,368.00, disbursements of \$2,876.96 and HST of \$15,631.85), as set out in the DLI Fee Affidavit attached as Appendix “D” to the First Report, are hereby approved.

12. **THIS COURT ORDERS** that the professional fees and disbursements of Reconstruct LLP, as counsel to the Proposal Trustee, for the period from November 13, 2025 to December 30, 2025, in the amount of \$45,278.82 (being fees of \$51,211, disbursements of \$556.16, HST of \$6,729.73 and an overall applied discount of \$13,218.07), as set out in the RECON Fee Affidavit attached as Appendix “E” to the First Report, are hereby approved.

## GENERAL

13. **THIS COURT ORDERS** that the Proposal Trustee may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder.

14. **THIS COURT ORDERS** that nothing in this Order shall prevent the Proposal Trustee from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Company.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Proposal Trustee and its respective agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto Time) on the date of this Order, and this Order is enforceable without the need for entry and filing.

  
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**SCHEDULE "A"**  
**Amended Proposal**

Court File No. BK-25-03298880-0031

Estate No. / Court No. 31-3298880

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

**(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  
PROPOSAL OF MORRIS  
MARKETING GROUP INC.**

**AMENDED PROPOSAL TO CREDITORS**

## ARTICLE I DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

In this Proposal:

“**Administrative Fees and Expenses**” means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Company, including the fees and disbursements of Bennett Jones LLP, counsel to the Company, and Reconstruct LLP, counsel to the Trustee, on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal.

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

“**Affected Creditor**” means any Person having an Affected Claim and includes the transferee or assignee of a transferred or assigned Affected Claim.

“**Affected Creditor Class**” means the class comprising all Affected Creditors.

“**Approval Order**” means the Court order approving this Proposal and directing the implementation of this Proposal.

“**Bankruptcy Reserve**” means a reserve amount of \$40,000 to be held by the Trustee in trust as security for the administrative costs of the bankruptcy of the Company, in the event that this Proposal is annulled, and the Company becomes bankrupt. The Bankruptcy Reserve shall be funded upon filing of the Proposal.

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

“**Business Day**” means any day which is not a Saturday or Sunday, or a provincial or federal holiday in the province of Ontario.

“**Cash Election Amount**” means \$4,000.

“**Claim**” means any right or claim of any Person against the Company, whether or not asserted in connection with any indebtedness, liability, or obligation of any kind whatsoever owed to such Person, including:

- (a) any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), and
- (b) any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets,

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 the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date.

**“Claimant”** means a Person that has a Claim which is not yet a Proven Claim.

**“Company”** means Morris Marketing Group Inc.

**“Convenience Class Claim”** means: (a) one or more Proven Claims of an Affected Creditor that are less than or equal to \$4,000, in the aggregate; or (b) one or more Proven Claims of an Affected Creditor in an amount in excess of \$4,000 in the aggregate and which the relevant Affected Creditor has validly elected to value and accept its Proven Claims at \$4,000 for the purposes of the Proposal pursuant to a Convenience Class Claim Election.

**“Convenience Class Claim Election”** means an election pursuant to which an Affected Creditor with one or more Proven Claims that are in an amount in excess of \$4,000 has elected by filling out a Convenience Class Election Form by the Convenience Class Election Form Deadline to receive only the Cash Election Amount notwithstanding the value of its Proven Claims and is thereby deemed to vote in favour of the Proposal in respect of such Proven Claims and to receive no other entitlements under the Proposal other than the Cash Election Amount.

**“Convenience Class Creditor”** means an Affected Creditor with a Convenience Class Claim.

**“Convenience Class Election Form”** means an election form to be completed by the Affected Creditor with one or more Proven Claims in an amount in excess of \$4,000 that elects to be treated as a Convenience Class Creditor by the Convenience Class Election Form Deadline.

**“Convenience Class Election Form Deadline”** means 48 hours before the start time of the Meeting, notwithstanding the fact the Trustee may, in its sole discretion, accept a Convenience Class Election Form if it is filed after the Convenience Class Election Form Deadline but before the start time of the Meeting.

**“Court”** means the Ontario Superior Court of Justice (Commercial List), in Bankruptcy and Insolvency.

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

**“Crown Claim”** means a Claim of the Crown against the Company for amounts that are outstanding as at the Filing Date and are of a kind contemplated in section 60(1.1) of the BIA that could be subject to a demand under:

- (a) subsection 224(1.2) of the *Income Tax Act*;
- (b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection

of a contribution, as defined in the *Canada Pension Plan*, an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or

- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
  - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
  - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

**"Directors"** means, collectively, all past and present directors of the Company.

**"Dividend Pool"** means the fund of money, in the amount of \$1,000,000 to be paid by the Elm Street and the Company to the Trustee on the Effective Date, to be held in trust by the Trustee and distributed to Affected Creditors with Proven Claims in accordance with Section 3.2 of this Proposal.

**"Effective Date"** means the date on which all conditions precedent to this Proposal, set out in Section 5.1 hereof, have been satisfied.

**"Elm Street"** means Elm Street Technology, LLC.

**"Employee Preferred Claim"** a Claim of an employee for amounts that such employee would be entitled to receive under subsections 60(1.3) and 136(1)(d) of the BIA if the Company had become bankrupt on the Filing Date.

**"Filing Date"** means November 14, 2025.

**"Filing Date Exchange Rate"** means the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian Dollars on the Filing Date.

**"Inspectors"** has the meaning given to that term in Section 7.3 of this Proposal.

**"Maturity Date"** means the date on which the Trustee delivers its certificate of full performance, pursuant to Section 65.3 of the BIA.

**"Meeting"** means the meeting of the Affected Creditor Class to be held pursuant to Section 51(1) of the BIA for the purpose of considering, and if thought fit, voting to approve this Proposal, as same may be amended at any such Meeting, and agreeing to the compromise and arrangement

constituted thereby, and includes any subsequent reconvened meeting should a meeting be adjourned.

**“Meeting Date”** January 5, 2026, or such other date as the Office of the Superintendent of Bankruptcy may direct, or such later date as the Affected Creditors present and voting at a Meeting may agree by resolution to adjourn the Meeting to.

**“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), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.

**“Post Filing Claim”** means a Claim arising from the supply of goods or 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 are payable after the Filing Date.

**“Post Filing Creditor”** means a creditor having a Post Filing Claim.

**“Priority Claim”** means a Claim that is required by the BIA to be paid in priority to all other Claims, including, without limitation, a Crown Claim that is a Proven Claim or an Employee Preferred Claim that is a Proven Claim.

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

**“Priority Payments”** means the payments contemplated in Article IV of this Proposal.

**“Proof of Claim”** means the prescribed form of document required under the BIA to evidence the Claim, whether secured or unsecured, of a creditor of the Company.

**“Proposal”** means this amended proposal among the Company and the Affected Creditors, as from time to time further amended, modified or supplemented in accordance with the terms hereof.

**“Proven Claim”** means a Claim against the Company which:

- (a) after the delivery of a Proof of Claim to the Trustee, has been admitted by the Trustee in whole or in part (and if admitted in part, only includes the part admitted); or
- (b) after the delivery of a Proof of Claim to the Trustee, has been disallowed by the Trustee, which disallowance has subsequently been set aside in whole or in part by the Court (and if admitted by the Court in part, only includes the part admitted),

provided that a Proven Claim shall not include the amount due to a Post Filing Creditor in respect of a Post Filing Claim. Proven Claims shall not include any interest for the period subsequent to the Filing Date or any penalties.

**“Proxy or Voting Letter”** has the meaning given to that term in Section 7.5 of this Proposal.

**“Related Party Claim”** means any Claim of a Related Person.

**“Related Person”** has the meaning given to that term in subsection 4(1) of the BIA, including, without limitation, Elm Street.

**“Secured Claim”** means a Proven Claim that is secured by a Security Interest. For greater certainty, the Claims of any equipment lessors shall be a Secured Claim only up to the value of the leased equipment.

**“Secured Creditor”** means any creditor with a Secured Claim.

**“Security Interest”** means a valid and enforceable mortgage, charge or encumbrance in the Company’s assets, or any of them, that was perfected as at the Filing Date.

**“Trustee”** means Dodick Landau Inc., in its appointed capacity as proposal trustee, and not in its personal capacity.

**“Trustee’s Fees”** means all proper fees, expenses and legal costs of the Trustee on and incidental to the proceedings arising out of this Proposal and all proper fees, expenses and legal costs of the Trustee arising in relation to this Proposal.

**“Unaffected Claim”** means:

- (a) a Post-Filing Claim;
- (b) all Administrative Fees and Expenses;
- (c) any Secured Claims; and
- (d) any Related Party Claim.

**“Unsecured Claim”** means a Proven Claim that is not a Secured Claim, a Priority Claim or an Unaffected Claim. For greater certainty an Unsecured Claim includes the Claims of any equipment lessors for any amounts by which their Claims exceed the value of the leased equipment.

**“Unsecured Creditor”** means a Person who has an Unsecured Claim.

## **1.2 Interpretations etc.**

For the purposes of this Proposal:

- (a) the division of this Proposal into 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) all references to amounts of money mean lawful currency of Canada unless otherwise expressly indicated. All Proofs of Claim submitted by Affected Creditors

in any other currency will be converted to Canadian dollars at the Filing Date Exchange Rate;

- (c) unless otherwise specified, the words “hereof”, “herein”, “hereunder”, and “hereto” refer to this Proposal in its entirety rather than to any particular portion of this Proposal;
- (d) where the context requires, a word or words importing the singular shall include the plural and vice versa and a word or words importing one gender shall include all genders;
- (e) the deeming provisions are not rebuttable and are conclusive and irrevocable;
- (f) the words “includes” and “including” are not limiting; and
- (g) the word “or” is not exclusive.

### **1.3 Statutory Reference**

Unless otherwise specified, each reference to a statute is deemed to be a reference to that statute and to the regulations made under that statute, as amended or re-enacted from time to time.

### **1.4 Date for Any Action**

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, that action shall be required to be taken on the next succeeding day that is a Business Day.

## **ARTICLE II PURPOSE AND EFFECT OF THIS PROPOSAL**

### **2.1 Purpose of this Proposal**

The purpose of this Proposal is to permit the Company to settle payment of its liabilities as at the Filing Date and to compromise the indebtedness owed to Unsecured Creditors of the Company on a fair and equitable basis.

The Proposal also provides for the creation of a \$1,000,000 “Dividend Pool”, to be funded by the Company together with Elm Street, on the Effective Date. This Dividend Pool will be made available directly to eligible Affected Creditors despite any claims of Secured Creditors.

### **2.2 Trustee Under this Proposal**

Subject to the provisions of the BIA, the Trustee shall act as the administrator for certain purposes connected with this Proposal, including management of the claims process, administration of the Meeting, and distributions of dividends to eligible Affected Creditors.

### **2.3 Treatment of Unaffected Creditors**

Unaffected Claims are not included under or in any way affected by this Proposal and will be paid

in accordance with existing agreements between such creditors and the Company or in accordance with alternative arrangements to be negotiated concurrently with the filing and implementation of this Proposal.

#### **2.4 Effect of this Proposal on Affected Creditors**

Effective on the Maturity Date, each Affected Creditor shall be deemed to have released the Company, Elm Street, and the Directors from all Affected Claims other than in respect of the Affected Creditor's entitlement to a distribution from the Dividend Pool pursuant to this Proposal. Furthermore, nothing in this Proposal shall release a claim against a Director that cannot be compromised against such individual pursuant to Section 50(14) of the BIA.

### **ARTICLE III PROPOSAL TO CREDITORS**

#### **3.1 Classification of Creditors**

For the purposes of voting on the Proposal, there is only one class of creditors, being the Affected Creditor Class. For the purposes of voting on the Proposal, each Convenience Class Creditor shall be deemed to vote in favour of the Proposal and as part of the Affected Creditors Class unless such Creditor shall have delivered a Proxy or Voting Letter voting against the Proposal .

#### **3.2 Distribution of the Dividend Pool**

After receipt of the Dividend Pool, or any part or parts thereof, the Trustee shall, from time to time in its discretion, pay from the Dividend Pool:

- (a) firstly, to establish the Bankruptcy Reserve, which shall be funded upon the filing of the Proposal and held in trust by the Trustee;
- (b) secondly, all Unsecured Claims of Affected Creditors with Proven Claims that are Priority Claims which are entitled to be paid in priority to other Unsecured Creditors as provided for in Section 136 of the BIA;
- (c) thirdly, all Proven Claims of Convenience Class Creditors shall be paid in full for those Claims; and
- (d) fourthly, all unpaid Proven Claims of Affected Creditors that are not Convenience Class Claims on a *pro rata* basis, up to payment in full of those Claims.

#### **3.3 Election to be Treated as a Convenience Class Claim**

Affected Creditors, with Proven Claims in excess of \$4,000 that wish to elect to have their Proven Claims treated as a Convenience Class Claim must deliver a duly completed and executed Convenience Class Election Form to the Trustee prior to the Convenience Class Election Form Deadline, in which case such Proven Claims shall be treated for all purposes as a Convenience Class Claim in the amount of \$4,000.

### **3.4 BIA Sections 91 to 101**

Sections 91 to 101, inclusive, of the BIA shall not apply with respect to this Proposal and the Company, provided that nothing in this Proposal shall release a claim against a Director that cannot be compromised against such individual pursuant to Section 50(14) of the BIA.

## **ARTICLE IV PRIORITY PAYMENTS**

### **4.1 Trustee Fees**

The Trustee's Fees will be paid by the Company in accordance with the provisions of the BIA from the general revenue of the Company, in priority to payment of all Proven Claims.

### **4.2 Other Administrative Fees and Expenses**

The Administrative Fees and Expenses shall be paid in full by the Company in priority to the Crown Claims, the Claims of Priority Creditors, Convenience Class Claims and the Claims of other general Unsecured Creditors.

### **4.3 Payments to Priority Creditors**

The Company shall make payment in full to Priority Creditors in respect of their Priority Claims in accordance with the provisions of the BIA, which shall be distributed by the Trustee.

## **ARTICLE V CONDITIONS PRECEDENT**

### **5.1 Conditions Precedent to Implementation of this Proposal**

The implementation of this Proposal by the Company is subject to the satisfaction of the following conditions precedent:

- (a) This Proposal having been approved by the Affected Creditor Class by the requisite percentages in relation both to numbers of the Affected Creditors voting in the Affected Creditor Class and to dollar amounts of Proven Claims of the Affected Creditors voting in the Affected Creditor Class in accordance with the provisions of the BIA.
- (b) The Approval Order has been issued, all applicable appeal periods have passed, and any appeals therefrom have been fully and finally dismissed.
- (c) Payment in full of all Priority Payments.
- (d) All other actions, documents and agreements necessary to implement this Proposal shall have been effected and executed.

## **ARTICLE VI DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THIS**

## PROPOSAL

### 6.1 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 or e-mail address provided by each Affected Creditor unless the Company and the Trustee are notified by an Affected Creditor in writing of an alternative address for delivery.

### 6.2 Withholding Taxes and Superintendent's Levy

All distributions made by the Trustee pursuant to this Proposal shall be made net of all applicable levies in accordance with the BIA and regulations thereto, including the levy imposed by the Superintendent of Bankruptcy under the BIA.

Notwithstanding any other provision of this Proposal, each Person with a Proven Claim that is to receive 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 VII MEETING OF AFFECTED CREDITORS

### 7.1 Meeting

There will be one Meeting for all Affected Creditors to consider and vote on this Proposal which will be held on the Meeting Date. The Meeting is set to be held on **January 5, 2026 at 3:00 p.m. (ET)**, or such other date as the Office of the Superintendent of Bankruptcy may direct. The Meeting will be held via online video conference, and details for how to connect to the Meeting will be included in the Proof of Claim package delivered by the Trustee to all creditors.

The Meeting shall be conducted in accordance with Division 1 – General Scheme for Proposals of the BIA, modified as appropriate in accordance with directives issued by the Office of the Superintendent of Bankruptcy.

### 7.2 Participation in Meeting

In order to be eligible to vote at the Meeting an Affected Creditor must have delivered to the Trustee prior to the commencement of the Meeting a Proof of Claim which has not been disallowed by the Trustee.

The procedure dealing with the admission and disallowance of Proofs of Claim will be as set out in Section 135 of the BIA.

### 7.3 Inspectors

At the Meeting, the Affected Creditors may appoint one or more, but not exceeding five, inspectors (the “**Inspectors**”). The Inspectors shall have only the following powers:

- (a) the power to extend the dates of dividend payments provided for under this Proposal;
- (b) the power to waive any default in the performance of any provision of this Proposal;
- (c) the power to approve interim and final statements of receipts and disbursements of the Trustee, including the power to approve proposed dividends and reasonable fees and disbursements of the Trustee;
- (d) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee; and
- (e) the power to advise the Trustee concerning any dispute that may arise to the validity of a Proof of Claim filed by a Claimant.

The Trustee shall be entitled to be paid by the Company for services rendered by it pursuant and in relation to this Proposal, even if no Inspectors are appointed under this Proposal.

The Trustee and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, wilful misconduct or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by this Proposal, the BIA or generally in carrying out of the terms of this Proposal.

#### **7.4 Voting**

This Proposal is to be voted on by the Affected Creditor Class at the Meeting.

Any Convenience Class Creditor shall be deemed to vote in favour of the Proposal. For the purpose of voting as a member of the Affected Creditor Class, each Affected Creditor, including each Convenience Class Creditor, shall have: (a) one vote for the purposes of determining a majority in number of Affected Creditors voting; and (b) one vote for each dollar of its Proven Claim for the purposes of determining two-thirds in value of the Affected Claims.

#### **7.5 Proxies and Voting Letters**

Affected Creditors will be entitled to vote at the Meeting by proxy or voting letter (the “**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 VIII AMENDMENTS AND MODIFICATIONS**

#### **8.1 Amendment of Proposal**

The Company may, with the consent of the Trustee, propose amendments to the Proposal at any time prior to the conclusion of the Meeting, provided that any such amendment does not reduce the rights and benefits given to the Affected Creditors pursuant to the Proposal before such amendment. Any and all amendments made pursuant to this section shall be deemed to be a part

of and incorporated into the Proposal.

## **8.2 Modification of Proposal**

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

- (a) if the amendment is considered by the Trustee and the Inspectors to be non-substantive in nature, with the approval of the Trustee and the majority of the Inspectors;
- (b) upon a vote conducted by the Trustee at a further meeting of the Affected Creditor Class and upon the Court granting the Approval Order; or
- (c) by the Court at any time on application of the Company or the Trustee and upon notice to those determined by the Company to be directly affected by the proposed modification, whether an Affected Creditor or not.

## **8.3 Waivers**

Any provision of this Proposal may be waived with the consent of the Trustee and the Company, by the class affected by the provision, or by an Affected Creditor affected by the provision.

# **ARTICLE IX APPLICATION FOR APPROVAL ORDER**

## **9.1 Application for Approval Order**

Upon the conclusion of the Meeting the Company will forthwith apply to the Court for the Approval Order if this Proposal has been approved by the Affected Creditor Class by the requisite percentages in relation both to numbers of Affected Creditors and to dollar amounts of Proven Claims.

## **9.2 Stay of Proceedings**

The stay of proceedings provided for in Section 69.1(1) of the BIA shall continue in full force and effect from the Filing Date until the Trustee has been discharged or the Company becomes bankrupt.

# **ARTICLE X GENERAL**

## **10.1 Performance**

All obligations of the Company under this Proposal will be fully performed for the purposes of Section 65.3 of the BIA only upon the Company having made the payments to the Trustee provided for herein.

## **10.2 Further Actions**

The Company 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 to

give effect to the transactions contemplated hereby.

### 10.3 Notices to Company or Trustee

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

Dodick Landau Inc.  
951 Wilson Avenue, Suite 15L  
Toronto, Ontario  
M3K 2A7  
Attention: Rahn Dodick [rahn.dodick@dodick.ca](mailto:rahn.dodick@dodick.ca)

And to:

Reconstruct LLP  
80 Richmond Street West, Suite 1700  
Toronto, Ontario  
M5H 2A4  
Attention: Sharon Kour [skour@reconllp.ca](mailto:skour@reconllp.ca) and Natasha Rambaran [nrambaran@reconllp.ca](mailto:nrambaran@reconllp.ca)

Morris Marketing Group Inc.  
Attention: Keith Beeman [keith.beeman@elmstreet.com](mailto:keith.beeman@elmstreet.com)  
c/o Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, Ontario  
M5X 1A4 Canada  
Attention: Mike Shakra [shakram@bennettjones.com](mailto:shakram@bennettjones.com) and Shawn Kirkman  
[kirkmans@bennettjones.com](mailto:kirkmans@bennettjones.com)

And to:

Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, Ontario  
M5X 1A4 Canada  
Attention: Mike Shakra [shakram@bennettjones.com](mailto:shakram@bennettjones.com) and Shawn Kirkman  
[kirkmans@bennettjones.com](mailto:kirkmans@bennettjones.com)

### 10.4 Successors and Assigns

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

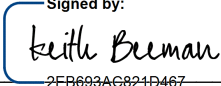
## **10.5 Date and Reference**

This Proposal may be referred to as being the Amended Proposal of the Company, dated for reference the 16<sup>th</sup> day of December, 2025.

*[Signature Page Follows]*

DATED at the City of Toronto in the Province of Ontario the 16<sup>th</sup> day of December 2025.

**MORRIS MARKETING GROUP INC.**

Signed by:  
By:  \_\_\_\_\_  
2EB693AC824D467...

Name: Keith Beeman

Title: Authorized Signing Officer

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, c. C-36,  
AS AMENDED**

Court File No. BK-25-03298880-0031  
Estate No. 31-3298880

**AND IN THE MATTER OF THE PROPOSAL OF MORRIS MARKETING GROUP INC.**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
*Proceedings commenced at Toronto*

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**ORDER  
(Proposal Approval and  
Ancillary Relief)**

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**RECONSTRUCT LLP**  
80 Richmond Street West, Suite  
1700  
Toronto, ON M5H 2A4

**Caitlin Fell** LSO No. 60091H  
[cfell@reconllp.com](mailto:cfell@reconllp.com)  
Tel: 416.613.8282

**Natasha Rambaran** LSO No.  
80200N  
[nrambaran@reconllp.com](mailto:nrambaran@reconllp.com)  
Tel: 416.613.4880

Lawyers for Dodick Landau Inc. in  
its capacity as the Proposal Trustee  
of Morris Marketing Group Inc.