

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 9TH
	)	
JUSTICE CONWAY	)	DAY OF OCTOBER, 2025

**IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CLEARPIER ACQUISITION CORP. AND 1000238820 ONTARIO INC.**

Applicants

**ORDER
(Stay Extension and Monitor's Enhanced Powers)**

THIS MOTION, made by Export Development Canada, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, (i) extending the stay of proceedings, and (ii) expanding the powers of the Richter Inc., in its capacity as the monitor (the "**Monitor**") of ClearPier Acquisition Corp. and 1000238820 Ontario Inc. (collectively, the "**Applicants**") with respect to the Applicants, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Mark Doyle sworn October 6, 2025 and the Fourth Report of the Monitor dated October 7, 2025 (the "**Fourth Report**"), and on hearing submissions of counsel for EDC, counsel for the Applicants, counsel for the Monitor and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the Lawyer's Certificate of Service of Evan Cobb dated October 7, 2025, filed.

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of the Motion Record 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 used and not otherwise defined in this Order shall have the meanings given to them in the Amended and Restated Initial Order of the Honourable Justice Conway dated April 10, 2025 (as it may be amended from time to time, the “**Initial Order**”).

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period is extended to and including October 31, 2025, or such later date as this Court may order.

EXPANSION OF THE MONITOR’S POWERS

4. **THIS COURT ORDERS** that the Monitor, in addition to and without in any way limiting its powers set out in the Initial Order, any other Order of this Court in these proceedings, or under the CCAA or applicable law, is hereby authorized and empowered, but not obligated, to:

- (a) apply to this Court, on its own behalf or on behalf of the Applicants, for any orders necessary or advisable to carry out their powers and obligations under this Order or any other Order of this Court in the these proceedings, including for advice and directions with respect to any matter;
- (b) take any and all actions and steps in the name of and on behalf of the Applicants, and exercise all shareholder powers of the Applicants to cause Pesto Harel Shemesh Ltd., Cygobel Media Ltd., KPM Technologies Ltd. and HangMyAds Lda. (the “**Operating Subsidiaries**” and collectively with the Applicants, the “**CPAC Group**”) to take any and all actions and steps in their own name and on their own behalf, to facilitate the administration of the CPAC Group’s business, property, operations and affairs as the Monitor considers necessary or appropriate, in the sole discretion of the Monitor, including, without limiting the generality of the foregoing, and in each case as the Monitor, in its sole discretion, deems necessary or appropriate:
 - (i) providing access to any books, documents, contracts, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the CPAC Group to the Monitor and providing or permitting the Monitor to make, retain and take away copies thereof, and granting to the Monitor unfettered access to and use of accounting, computer, software and physical facilities relating thereto;

- (ii) providing any information and reporting with respect to the CPAC Group's business, property, operations or affairs as and when requested by the Monitor;
 - (iii) taking any action or making any payment or disbursement permitted pursuant to the Initial Order or any other Order granted in these proceedings;
 - (iv) taking any action or step to recover property or other assets (including any accounts receivable or cash) belonging or owing to any member of the CPAC Group;
 - (v) taking any action or step to market, sell, convey, transfer, assign, dispose of, wind-down or liquidate any property of any member of the CPAC Group, whether or not outside of the normal course of business;
 - (vi) transferring funds between the members of the CPAC Group;
 - (vii) engaging, dealing, communicating, negotiating, agreeing and settling with any creditor or other stakeholder of any member of the CPAC Group (including any government authority or body);
 - (viii) claiming any and all insurance refunds, tax refunds, return of duties or levies, including refunds of goods and services taxes and harmonized sales taxes, to which any member of the CPAC Group is entitled; and
 - (ix) engaging, retaining, or terminating the services of any officer, employee, consultant, agent, representative, advisor, or other person or entity;
- (c) take any and all corporate actions and actions regarding the governance of any of the Applicants and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by the Applicants or any current or former officers or directors of any member of the Applicants;
- (d) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have with respect to the Operating Subsidiaries, including to enter into, and perform rights and obligations pursuant to any shareholder's agreement or shareholder declaration on behalf of any of the Applicants;

- (e) execute, and cause or direct the Operating Subsidiaries to execute, any agreement (including sale agreement), document, instrument, or writing in the name of and on behalf of the CPAC Group as may be necessary or desirable in order to carry out the provisions of this Order, the Initial Order or any other Order granted in these proceedings or to facilitate the orderly completion of these proceedings and the administration and wind-down of the Applicants' estates, including to disclaim any agreements in accordance with the terms of the CCAA;
- (f) facilitate or assist any member of the CPAC Group with its accounting, tax and financial reporting functions, including the preparation of cash flow forecasts, employee-related remittances, T4 statements and records of employment, in each case based solely upon the information provided by the CPAC Group on the basis that the Monitor shall incur no liability or obligation to any person with respect to such reporting, remittances, statements and records;
- (g) cause any member of the CPAC Group to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist any member of the CPAC Group in dealing with its property, operations, restructuring, wind-down, liquidation, distribution of proceeds or residual funds, or any other related activities;
- (h) meet with and direct management or employees of, and persons retained by, any member of the CPAC Group with respect to the CPAC Group's business, property, operations or affairs;
- (i) operate and control, on behalf of the Applicants, all of the Applicants' existing accounts at any financial institution (each an "**Applicant Account**" and collectively the "**Applicant Accounts**") in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including without limitation, to:
 - (i) exercise control over the funds credited to or deposited in the Applicants Accounts;
 - (ii) effect any disbursement from the Applicant Accounts permitted by the Initial Order or any other Order granted in these proceedings;
 - (iii) give instructions from time to time with respect to the Applicant Accounts and the funds credited to or deposited therein, including to transfer the

funds credited to or deposited in such Applicant Accounts to such other account or accounts as the Monitor may direct; and

- (iv) add or remove persons having signing authority with respect to any Applicant Account or to direct the closing of any Applicant Account;
- (j) open one or more new accounts in its own name (the “**Monitor’s Accounts**”) and receive third party funds into the Monitor’s Accounts or transfer into the Monitor’s Accounts such funds of the CPAC Group as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of the Monitor’s powers and duties set out herein; provided that, the monies standing to the credit of the Monitor’s Accounts from time to time shall be held by the Monitor to be dealt with as permitted by the Initial Order, this Order or by further Order of the Court, and further the Monitor is hereby authorized to make use of the funds in the Monitor’s Accounts from time to time to make disbursements and pay amounts for and on behalf of the CPAC Group or in connection with the Monitor’s exercise of its powers and duties in these proceedings, as the Monitor may in its sole opinion deem necessary or appropriate from time to time;
- (k) delegate to such employees of Richter Inc. or the CPAC Group as identified by the Monitor the authority to sign such agreements, instruments, notices, directions, filings, certificates, authorizations or other documents of whatever nature on behalf of the Applicants;
- (l) apply for or consent to the appointment of a receiver, liquidator or other similar official in any jurisdiction in connection with any member of the CPAC Group;
- (m) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (n) take any and all actions, and direct or cause the Operating Subsidiaries to take any actions, necessary to give effect to this Order on behalf of the Applicants, and such actions taken by the Monitor are hereby authorized without requiring any further action or approval by the CPAC Group or any current or former officers or directors of the CPAC Group;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the

Applicants and their current and former employees, directors and officers, and without interference from any other Persons, provided, however, that the Monitor shall comply with all applicable laws.

5. **THIS COURT ORDERS** that the CPAC Group and their directors, officers, employees, consultants, agents, representatives and advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order, the Initial Order, or any other Order granted in these proceedings and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out its duties and powers pursuant to the CCAA, this Order, the Initial Order, and any other Order granted in these proceedings and the CPAC Group and its current and former directors, officers, employees, consultants, agents, representatives and advisors shall forthwith advise the Monitor of the existence of any Property as well as any books and records related to the business or affairs of the CPAC Group in such person's possession or control, and if so, it shall grant immediate and continued access to same to the Monitor.

6. **THIS COURT ORDERS** that the financial institutions maintaining the Applicant Accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer payment, collection or other action taken in accordance with the instructions of the Monitor as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions, and such financial institutions shall be authorized to act in accordance with and in reliance upon the instructions of the Monitor without any liability in respect thereof to any person.

7. **THIS COURT ORDERS** that, for greater certainty, nothing in this Order exempts the Operating Subsidiaries from complying with applicable laws in their respective jurisdictions.

MONITOR'S ADDITIONAL PROTECTIONS

8. **THIS COURT ORDERS** that in addition to the rights and protections afforded to the Monitor in the Initial Order or any other Order of the Court in these proceedings, under the CCAA, or as an officer of the Court, the Monitor and each of its affiliates, current and former officers, directors, partners, employees and agents, as applicable, shall incur no liability or obligation as a result of the Monitor's appointment, the carrying out of the provisions of this Order, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, save and except for any gross negligence or willful misconduct on its part. Nothing in this Order shall

derogate from the rights and protections afforded the Monitor by the CCAA, any other Order of this Court in these proceedings, or any other applicable legislation.

9. **THIS COURT ORDERS** that the Monitor shall not take possession of any property of the CPAC Group or be deemed to take possession of any property of the CPAC Group, pursuant to any provision of any federal, provincial or other law or regulation and shall take no part whatsoever in the management or supervision of the business of the CPAC Group and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the business or property of the CPAC Group, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being: (a) an employer or successor employer; or (b) an administrator of any pension plan, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

10. **THIS COURT ORDERS** that the Monitor is not and shall not be deemed to be a director, officer, or employee of the CPAC Group. The Monitor shall not be liable for any employee-related or retiree-related liabilities of the CPAC Group or in the administration of its powers and duties under this Order, including any successor employer liabilities as provided for in Section 14.06(1.2) of the *Bankruptcy and Insolvency Act* (Canada) or at common law, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related or retiree-related liabilities of the CPAC Group, including wages, severance pay, termination pay, vacation pay, pension or benefit amounts (including without limitation contributions, premiums, or benefit payments).

11. **THIS COURT ORDERS** that the enhancement of the Monitor's powers as set forth herein, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the use or employment by the CPAC Group of any person under the direction of the Monitor in connection with the Monitor's appointment and the exercise and performance of its powers and duties shall not constitute the Monitor as the employer, successor employer or related employer of the employees of the CPAC Group within the meaning of the *Employment Standards Act, 2000* (Ontario), the *Labour Relations Act, 1995* (Ontario) or any other provincial, federal, municipal legislation or common law governing employment or labour or any other statute, regulation or rule of law or equity, under any contract or otherwise, in any jurisdiction, including pursuant to any applicable collective bargaining agreement, for any purpose whatsoever or expose the Monitor to liability to any person arising from or relating to their employment by the CPAC Group. In particular but without limiting the foregoing, the Monitor shall not be liable to any of the CPAC Group's employees for any wages, benefits or other entitlements, including for

severance pay, termination pay and vacation pay, except for such wages as the Monitor may specifically agree, in writing, to pay.

12. **THIS COURT ORDERS** that the Monitor shall continue to have the benefit of all of the indemnities, charges, protections, and priorities as set out in the CCAA, the Initial Order and any other Order of this Court in these proceedings and all such indemnities, charges, protections, and priorities (as may be amended herein) shall apply and extend to the Monitor in the fulfilment of its duties or the carrying out the provisions of this Order. Nothing in this Order shall derogate from the powers of the Monitor as provided in the CCAA, the Initial Order and the other Orders of this Court in these proceedings.

13. **THIS COURT ORDERS** that nothing in this Order or any other Order of this Court in these proceedings shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the CPAC Group within the meaning of any relevant legislation, including subsection 159(2) of the *Income Tax Act* (Canada), as amended (the “**ITA**”), and any distributions to creditors of the Applicants by the Monitor will be deemed to have been made by the applicable Applicant. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a person subject to subsection 150(3) of the ITA, and the Monitor shall have no obligation to prepare or file any tax returns of the CPAC Group with any taxing authority.

SEALING ORDER

14. **THIS COURT ORDERS** that Confidential Exhibit “C” to the Affidavit of Mark Doyle, sworn October 6 2025, shall be sealed, kept confidential, and not form part of the public record until closing of transactions for the sale or completion of the wind down of all of the Operating Subsidiaries, or until further order of the Court.

GENERAL

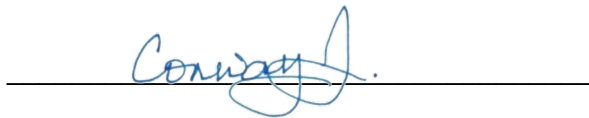
15. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation or application of this Order.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the State of Israel, Portugal and any other relevant jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All

courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that each of EDC and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

18. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Daylight Time on the date of this Order without any need for entry and filing.



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CLEARPIER ACQUISITION CORP. AND 1000238820 ONTARIO INC.

Court File No: CV-25-00740088-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER
(Stay Extension and
Monitor's Enhanced Powers)**

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