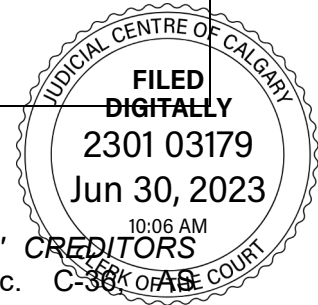


CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of the  
document digitally filed on Jun 30, 2023

COURT FILE NUMBER 2301-03179  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp:



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 DYNAMIC TECHNOLOGIES  
GROUP INC., DYNAMIC ATTRACTIONS LTD., DYNAMIC  
ENTERTAINMENT GROUP LTD., DYNAMIC  
STRUCTURES LTD. and DYNAMIC ATTRACTIONS INC.

DOCUMENT **APPROVAL AND REVERSE VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT **MLT AIKINS LLP**  
Barristers and Solicitors  
2100, 222 – 3rd Avenue S.W.  
Calgary, Alberta T2P 0B4  
Telephone: 403.693.5420  
Fax No.: 403.508.4349  
Attention: Ryan Zahara  
Email: rzahara@mltaikins.com  
File No.: 0119375.00031

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**DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 23, 2023**

**LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA**

**JUSTICE WHO MADE THIS ORDER: JUSTICE G.A. CAMPBELL**

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**UPON** the application of Dynamic Technologies Group Inc. (“**DTGI**”), Dynamic Attractions Ltd. (“**DAL**”), Dynamic Entertainment Group Ltd. (“**DEGL**”), Dynamic Structures Ltd. (“**DSL**”) and Dynamic Attractions Inc. (“**DAI**”) (collectively, the “**Applicants**”) under the *Companies’ Creditors Arrangement Act*, RSC, 1985, c C-36, as amended (the “**CCAA**”) for an

order (this “**Order**”), among other things, approving the transactions (the “**Transaction**”) contemplated by the agreement dated as of June 22, 2023 (the “**PEL Transaction Agreement**”) among the DTGI, DAL, DEGL, DSL and DAI (collectively, the “**Vendors**”), Promising Expert Limited (“**PEL**”), 2523613 Alberta Ltd. (“**Canadian HoldCo**”), 15102545 Canada Inc. (“**Canadian SubCo**”), PEL Dynamic Acquisition (US) Corp. (“**US SubCo**”; together with Canadian Subco, the “**Purchaser**”) and 2524604 Alberta Ltd. (“**ResidualCo**”); **AND UPON** having read the Application, the Fourth Affidavit of Allan Francis (the “**Fourth Francis Affidavit**”), sworn on June 13, 2023, the Third Report (the “**Third Report**”) of FTI Consulting Canada Inc. dated June 15, 2023, in its capacity as monitor (the “**Monitor**”) of the Applicants, the Fourth Report (the “**Fourth Report**”) of the Monitor dated June 22, 2023, and the amended and restated initial order (the “**ARIO**”) granted by Justice D.R. Mah in the within proceedings on March 16, 2023; the stay extension order (the “**Extension Order**”) granted by Justice B.B. Johnston on May 26, 2023 extending the Stay Period in the ARIO until July 28, 2023; and the Affidavit of Service of Joy Mutuku, filed; **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, counsel for PEL, and counsel for any other creditors or stakeholders;

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

**SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

**DEFINED TERMS**

2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in the PEL Transaction Agreement and capitalized terms denoting the singular include the plural, and *vice versa*.

**APPROVAL OF THE TRANSACTION**

3. The PEL Transaction Agreement and the Transaction (including the Reorganization Steps) are hereby approved, and the execution of the PEL Transaction Agreement by the Applicants is hereby authorized and approved, with such amendments to the PEL

Transaction Agreement as the Vendors, PEL, ResidualCo, and the Purchaser may agree to with the consent of the Monitor. The performance by the Vendors of their obligations under the PEL Transaction Agreement is hereby authorized and approved. The Vendors and the Monitor are hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including without limitation, the Reorganization Steps.

4. For the purposes of determining the nature and priority of Claims, from and after the Effective Time (as defined in the PEL Transaction Certificate), subject to payment of the Cash Payment, all Claims, Liabilities and Encumbrances released, expunged and discharged pursuant to paragraph 12 hereof, including as against the Applicants, the Retained Assets and the Purchased Shares, shall attach to (a) the net proceeds remaining, if any (the “**Remaining Proceeds**”), realized from the Priority Payables Cash Payment and transferred to the Monitor on behalf of ResidualCo, and (b) the Excluded Assets, in each case, with the same nature and priority as they had immediately prior to the closing of the Transaction, as if the Transaction had not occurred.

## **REORGANIZATION**

5. The Vendors, the Monitor and ResidualCo are authorized to undertake and complete the Reorganization Steps contemplated in **Schedule “J”** in the PEL Transaction Agreement and, without limiting the generality of the foregoing, subject to the terms of the PEL Transaction Agreement, upon delivery of a Monitor’s certificate substantially in the form attached hereto as **Schedule “A”** (the “**PEL Transaction Certificate**”) to the Vendors and the Purchaser, the following, among other things, shall be deemed to occur in accordance with the timing, sequence, terms and conditions set forth in the PEL Transaction Agreement and the Reorganization Steps:
  - (a) DTGI shall transfer (and in the case of the DTGI Share, issue) the Purchased Shares to Canadian SubCo in consideration for a portion of the Purchase Price;
  - (b) any and all outstanding shares of DTGI, DAL, DSL, and DEGL other than the Purchased Shares, and any and all options, warrants, and other rights and entitlements to shares of DTGI, DAL, DSL, and DEGL existing prior to the

Closing Date shall be deemed cancelled and extinguished without any consideration or any other Claim against the Vendors or ResidualCo therefor; and

- (c) any directors of DTGI, DAL, DSL, and DEGL immediately prior to the Closing Time shall be deemed to resign, and the new director named in the PEL Transaction Agreement shall be deemed to be appointed as a director of DTGI, DAL, DSL, and DEGL;
6. The Purchased Shares shall be transferred (and in the case of the DTGI Share, issued) by the Vendors to the Purchaser free and clear of and from any and all Claims, Liabilities or Encumbrances.
7. The Applicants and ResidualCo, in completing the transactions contemplated in the Reorganization Steps, are authorized:
- (a) to execute and deliver any documents and assurances governing or giving effect to the Reorganization Steps as the Applicants and ResidualCo, in their discretion, may deem to be reasonable, necessary or advisable to conclude the Reorganization Steps, including the execution of all such ancillary documents as may be contemplated in the PEL Transaction Agreement or as are reasonable, necessary or desirable for the completion and implementation of the Reorganization Steps, and all such ancillary documents are hereby ratified, approved and confirmed; and
  - (b) to take such steps as are, in the opinion of the Applicants and or ResidualCo, reasonable, necessary, advisable or incidental to the implementation of the Reorganization Steps.
8. The Applicants are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Reorganization Steps, including, without limitation, the transfer or issuance of the Purchased Shares and the appointment and resignation of directors of DTGI, DAL, DSL and DEGL and such articles, documents

or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Reorganization Steps.

9. This Order shall constitute the only authorization required by the Applicants or ResidualCo to proceed with the Transaction, including, without limitation, the Reorganization Steps and, except as specifically provided in the PEL Transaction Agreement, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of the Applicants is required for the due execution, delivery, and performance by the Applicants and ResidualCo of the PEL Transaction Agreement and the completion of the Transaction including, without limitation, the Reorganization Steps contemplated thereby.
10. In accordance with the terms of this Order:
  - (a) DTGI shall not be required to comply with the requirements of Multilateral Instrument 61-101 Protection of Minority Security Holders in Special Transactions, National Policy 11-207 – Failure to File Cease Trade Orders or the Cease Trade Order in connection with implementing the Reorganization Steps and any subsequent amalgamation of DTGI, DAL, DSL, and DEGL with Canadian SubCo (a “**Purchaser Amalgamation**”); and
  - (b) the Alberta Securities Commission and Ontario Securities Commission consent to the cease trade order in respect of DTGI issued by the Alberta Securities Commission on May 9, 2023 (the “**Cease Trade Order**”) being lifted for the limited purpose of allowing the Reorganization Steps outlined in items 1-14 of Schedule “J” of the PEL Transaction Agreement to be fully implemented. DTGI agrees to apply forthwith to the Alberta Securities Commission and the Ontario Securities Commission for a revocation of the Cease Trade Order that is required to effect the Purchaser Amalgamation.

11. The Executive Director as defined in the *Business Corporations Act*, RSA 2000, c B-9, as may be amended, and the Director of Corporations under the *Canada Business Corporations Act* RSC 1985, c C-44 (collectively, the “**Director**”), shall accept and receive any articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Reorganization Steps contemplated in the PEL Transaction Agreement, filed by either the Applicants or ResidualCo, as the case may be.

#### **VESTING OF ASSETS AND LIABILITIES**

12. Subject to the terms of the PEL Transaction Agreement, upon the delivery of the PEL Transaction Certificate to the Applicants and the Purchaser, the following shall be deemed to occur in accordance with the timing, sequence, terms and conditions set forth in the PEL Transaction Agreement:
  - (a) all of the DTGI, DAL, DSL and DEGL’s (collectively, the “**RVO Entities**”) right, title and interest in and to the Excluded Assets (including for certainty, the right to receive the Purchase Price (including the Cash Payment)) shall vest absolutely and exclusively in the name of ResidualCo and all Claims, Liabilities, and Encumbrances attached to the Excluded Assets shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
  - (b) all Excluded Liabilities and Excluded Contracts of the RVO Entities shall be transferred to, assumed by and vest absolutely and exclusively in the name of ResidualCo, and the Excluded Liabilities and Excluded Contracts of the RVO Entities shall be novated and become obligations of ResidualCo and shall no longer be obligations of the RVO Entities, and the RVO Entities shall be forever released and discharged from such Excluded Liabilities, Excluded Contracts, and all Encumbrances securing the Excluded Liabilities cancelled as against the RVO Entities;
  - (c) the RVO Entities and all of the Retained Assets of the RVO Entities, including, but not limited to, all of the RVO Entities’ remaining assets, undertakings and

properties of every nature and kind whatsoever and wherever situate shall be and are hereby forever released and discharged from all Excluded Contracts and Excluded Liabilities, and all related Claims, Liabilities, and Encumbrances, other than the permitted encumbrances, easements and restrictive covenants affecting or relating to the Retained Assets of the RVO Entities listed in Schedule “C” of the PEL Transaction Agreement (the “**Permitted Encumbrances**”), are hereby expunged and discharged as against the Retained Assets of the RVO Entities; provided that, for certainty, the Excluded Liabilities transferred hereby shall include the obligations of the RVO Entities in respect of the Priority Payables;

- (d) all right, title and interest in and to the Purchased Shares sold or issued to Canadian SubCo shall vest absolutely and exclusively in Canadian SubCo free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured or unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or the ARIO, or any other Order of this Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta), (British Columbia), (Manitoba), (Ontario) or any other personal property registry system; and (iii) all Claims, Liabilities, and Encumbrances (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances) and for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares;
- (e) all equity interests of DTGI, DAL, DSL, and DEGL existing prior to the commencement of the Reorganization Steps (for greater certainty, other than the Purchased Shares), as well as all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights,

agreements or commitments of any character whatsoever that are held by any Person and are convertible or exchangeable for any securities of DTGI, DAL, DSL, and DEGL or which require the issuance, sale or transfer by DTGI, DAL, DSL, and DEGL, of any shares or other securities of DTGI, DAL, DSL, and DEGL or otherwise evidencing a right to acquire the Purchased Shares and/or the share capital of DTGI, DAL, DSL, and DEGL, shall be deemed terminated and cancelled or redeemed as provided in the Reorganization Steps;

- (f) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise of any demands, claims, actions, counterclaims, suits, judgements, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against the RVO Entities in respect of the Excluded Assets, Excluded Liabilities, or Excluded Contracts shall be permanently enjoined;
- (g) the nature of the Retained Liabilities and Retained Contracts retained by the Applicants, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the PEL Transaction Agreement or the steps and actions taken in accordance with the terms thereof;
- (h) the nature and priority of the Excluded Liabilities and Excluded Contracts assumed by ResidualCo, including without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and assumption by ResidualCo; and
- (i) any Person that, prior to the Closing Date, had a valid Claim against the RVO Entities in respect of the Excluded Liabilities and the Excluded Contracts shall no longer have such or any Claim against the RVO Entities, but will have an equivalent Claim against ResidualCo (including, without limitation, in respect of the net proceeds of the Transaction received by ResidualCo pursuant to the PEL Transaction Agreement, if any) in respect of the Excluded Liabilities and Excluded Contracts from and after the Closing Date in its place and stead, and nothing in this Order limits, lessens, or extinguishes the Excluded Liabilities or



the Excluded Contracts or the Claim of any Person as against ResidualCo.

13. Upon delivery of the PEL Transaction Certificate to the Vendors and the Purchaser, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such PEL Transaction Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the PEL Transaction Agreement, including, but in no way limited to the Reorganization Steps.
14. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the PEL Transaction Agreement, including but in no way limited to the Reorganization Steps. Presentment of this Order and the Transaction Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registration such that the Purchased Shares, Retained Assets and Retained Contracts shall be free from all Encumbrances, Liabilities, and Claims.
15. The Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as against the Purchased Shares, Retained Assets and the Retained Contracts.

#### **CCAA APPLICANTS**

16. Upon the filing of the PEL Transaction Certificate:
  - (a) ResidualCo shall be deemed to be a company to which the CCAA applies;
  - (b) ResidualCo shall be added as an applicant in these CCAA proceedings and any reference in any Order of this Court in respect of these CCAA proceedings to an "Applicant" shall refer to ResidualCo, *mutatis mutandis*, and, for greater certainty, each of the Charges (as such term is defined in the ARIO) shall, subject to the

terms of this Order, constitute a charge on the assets, property and undertakings of ResidualCo;

- (c) the RVO Entities shall be deemed to be released from the purview of any Order of this Court granted in respect of these CCAA proceedings, save an except for this Order, the terms of which as they relate to the RVO Entities shall continue to apply in all respects to the RVO Entities;
- (d) Without limiting the generality of (c), each of the Charges shall cease to constitute a charge on the assets, property and undertakings of the RVO Entities and the RVO Entities shall have no obligation or liability in relation to the Charges; and
- (e) The title and style of cause of these CCAA proceedings is hereby, and shall be deemed to be, amended as follows:

“IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT,  
RSC 1985, c C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
DYNAMIC ATTRACTIONS INC. and 2524604 ALBERTA LTD.”

And any document filed thereafter in these CCAA proceedings (other than the PEL Transaction Certificate and the Monitor’s Closing Certificate contemplated by the SAVO) shall be filed using such revised title and style of cause of proceedings.

## **RELEASES**

17. Effective upon the filing of the PEL Transaction Certificate, (i) the present and former, directors, officers, employees, legal counsel and advisors of the Applicants and ResidualCo (or any of them), (ii) PEL, Canadian Holdco, Canadian SubCo, and US SubCo and each of their subsidiaries, directors, officers, legal counsel and advisors; and (iii) the Monitor and its legal counsel (the persons listed in (i), (ii) and (iii) being

collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged by the Releasing Parties (as defined below) from any and all present and future claims (including without limitations, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgements, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, guarantees, warranties, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrences existing or taking place on or prior to the Closing Date or undertaken or completed in connection with the terms of this Order, the issuance of the PEL Transaction Certificate in connection with the Transaction (including the Reorganization Steps) or completed pursuant to the terms of the SAVO, the Initial Order or the ARIO, in respect of, relating to, or arising out of (i) the Applicants, the business, operations, assets, property and affairs of the Applicants wherever or however conducted or governed, the administration or management of the Applicants, these CCAA proceedings and/or the Chapter 15 Case (as defined below), or (ii) the PEL Transaction Agreement or the Reorganization Steps, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing and/or the consummation of the Transaction, (collectively, the “**Released Claims**”), which Released Claims are hereby deemed to be fully, finally, irrevocably and forever waived, discharged, released, remised, canceled and barred as against the Released Parties, provided that nothing in this paragraph 17 shall waive, discharge, release, remise, cancel or bar (i) any claim against the directors and officers of the Applicants and/or ResidualCo that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or (ii) any obligations of the Released Parties under or in connection with the PEL Transaction Agreement and the Reorganization Steps, and/or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing. “**Releasing Parties**” means any and all Persons, and their current and former affiliates current and former members, directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, participants, subsidiaries, affiliates, partners, limited partners,

general partners, employees, managers, agents, trustees, partners, legal counsel, consultants, representatives and other professionals, each in their capacity as such.

18. Without affecting or limiting the releases set forth in paragraph 17, effective as of the Effective Time, none of (i) the present and former, directors, officers, employees, legal counsel and advisors of the Applicants and ResidualCo (or any of them), (ii) PEL, Canadian Holdco, Canadian SubCo, and US SubCo and each of their subsidiaries, directors, officers, legal counsel and advisors; and (iii) the Monitor and its legal counsel (the persons listed in (i), (ii) and (iii) being collectively, the “**Exculpated Parties**”), shall have or incur, and each Exculpated Party is released and exculpated from, any Causes of Action (as hereinafter defined) against such Exculpated Party for any act or omission in respect of, relating to, or arising out of the PEL Transaction Agreement, these CCAA proceedings, the US Bankruptcy Proceedings, the formulation, preparation, dissemination, negotiation, filing or consummation of the PEL Transaction Agreement and all related agreements and documents, any transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Transaction, the pursuit of approval and consummation of the Transaction or the recognition thereof in the United States, and/or the transfer of assets and liabilities pursuant to this Order and the SAVO, except for Causes of Action related to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, wilful misconduct, or gross negligence. “Causes of Action” means any action, claim, cross-claim, third-party claim, damage, judgement, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity or pursuant to any other theory of law or otherwise.
19. All Persons are permanently and forever barred, estopped, stayed an enjoined, on and after the Closing Date, with respect to any and all claims or Causes of Action released pursuant to this Order (including, but not limited to, the Released Claims), from (a) commencing, conducting or continuing in any manner, directly or indirectly, any action,

suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties or Exculpated Parties; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgement, award, decree or order as against any of the Released Parties or their respective property; (c) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature of kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties or their respective property; or (d) taking any actions interfere with the consummation of the Transaction; and any such proceedings will be deemed to have no further effect against such parties and will be released, discharged or vacated without cost.

20. Without in any way limiting the Monitor's powers set out in the Initial Order, the ARIO, the Extension Order, or any other Order of this Court in these CCAA proceedings, or under the CCAA or applicable law, the Monitor is hereby authorized to undertake and perform any such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the bankruptcy of ResidualCo, and the PEL Transaction Agreement or any ancillary document related thereto, and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall affect, vary, derogate from, limit or otherwise amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, the ARIO, the Extension Order or any other Order granted in these CCAA proceedings.
21. At the Effective Time (as defined in the PEL Transaction Certificate) and without limiting the provisions of paragraph 12 hereof, the Applicants shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Applicants (provided as it applies to the Purchaser and the RVO Entities such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Purchaser and RVO Entities after the Effective Time; or (b) Taxes expressly assumed in

the Retained Liabilities pursuant to the PEL Transaction Agreement), including without limiting the generality of the foregoing, all Taxes that could be assessed against the Applicants pursuant to section 160 of the *Income Tax Act* (Canada) (the “**Tax Act**”) or proposed section 160.01 of the Tax Act, including as a result of any future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with the Applicants.

## **ASSIGNMENT**

22. Except to the extent expressly contemplated by the PEL Transaction Agreement, all Retained Contracts to which any of the Applicants are a party upon delivery of the PEL Transaction Certificate will be and remain in full force and effect upon and following delivery of the PEL Transaction Certificate and no Person who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect by reason of:
- (a) any event that occurred on or prior to the Closing Date and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any of the Applicants);
  - (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;
  - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the PEL Transaction Agreement, the Transaction or the provisions of this Order, or any other Order of this Court in these CCAA proceedings, including but not limited to the SAVO; or
  - (d) any transfer or assignment, or any change of control of the Applicants arising from the implementation of the PEL Transaction Agreement, the Transaction or

the provisions of this Order.

23. For greater certainty, (a) nothing in paragraph 22 hereof shall waive, compromise or discharge any obligations of the Applicants in respect of any Retained Liabilities; (b) the designation of any Claim as a Retained Liability is without prejudice to the Applicants' right to dispute the existence, validity, or quantum of any such Retained Liability; and (c) nothing in this Order or the PEL Transaction Agreement shall affect or waive the Applicants' or the RVO Entities rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.
24. From and after the Closing Date, all Persons shall be deemed to have waived any and all defaults of any Applicant then existing or previously committed by any Applicant, or caused by any Applicant, directly or indirectly, or noncompliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Retained Contract existing between such Person and any Applicant directly or indirectly from the filing by the Applicants under the CCAA and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 12 hereof, and any all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Retained Contract shall be deemed to have been rescinded and of no further force or effect; provided that, nothing herein shall be deemed to excuse the Applicants from performing their obligations under, or be a waiver of defaults by the Applicants under the PEL Transaction Agreement and the related agreements and documents, or affect the validity of the Reorganization Steps.
25. Any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with or against the RVO Entities relating in any way to or in respect of any of the Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims,

obligations and other matters which are waived, released, expunged or discharged pursuant to this Order; provided that, nothing herein shall affect the validity of the Reorganization Steps.

## GENERAL

26. Notwithstanding:

- (a) the pendency of these CCAA proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC, 1985, c B-3, as amended (the "**BIA**"), in respect of the Applicants or ResidualCo, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants or ResidualCo; and
- (d) the provisions of any federal or provincial statute,

the execution of the PEL Transaction Agreement, the implementation of the Reorganization Steps (including the transfer of the Excluded Assets, Excluded Liabilities, and Excluded Contracts to ResidualCo and the transfer and issuance of the Purchased Shares to the Purchaser) and the implementation of the Transaction shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants or ResidualCo, and shall not be void or voidable by creditors of the Applicants or ResidualCo, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

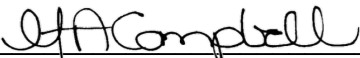
27. The Monitor is directed to file with the Court a copy of the PEL Transaction Certificate forthwith after delivery thereof to the Applicants and the Purchaser.



28. The Monitor may rely on written notice from the Vendors and the Purchaser or their respective counsel regarding the satisfaction of the Purchase Price and the fulfillment of the conditions to closing under the PEL Transaction Agreement and shall incur no liability with respect to the delivery of the PEL Transaction Certificate.
29. The Monitor's powers in respect of DAI and ResidualCo (collectively, the "**Remaining Debtors**") under the CCAA proceedings are hereby enhanced and the Monitor is authorized, but not required, to take any steps or actions for and on behalf of the Remaining Debtors that may be required by law, authorized or allowed under the terms of the Initial Order, the ARIO, the Extension Order and any other Orders in the CCAA proceedings.
30. The Monitor in addition to its prescribed rights and obligations under the CCAA, is authorized, entitled and empowered to assign or cause to be assigned, at any time after the Closing Date, ResidualCo into bankruptcy and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof.
31. Nothing in this Order, including but not limited to the sale or vesting of any asset or liability in accordance with this Order, shall limit the rights of parties set forth in sections 32(6) or 36(8) of the CCAA.
32. CIBC shall be entitled to retain a holdback of \$25,000 from the current cash collateral account the Applicants' have with CIBC ("**Cash Collateral Account**") for payment of CIBC's ongoing legal fees and costs with respect of these CCAA Proceedings (the "**Holdback**") and all of the remaining cash collateral in the Cash Collateral Account held by CIBC shall be transferred by CIBC into a new cash collateral account ("**New Cash Collateral Account**") with CIBC in the name of DTGI and be dealt with in accordance with the terms of the PEL Transaction Agreement. Following the conclusion of these CCAA proceedings, CIBC shall transfer any residual amount from the Holdback following payment of CIBC's legal fees and costs into the New Cash Collateral Account.
33. The Applicants, ResidualCo, the Monitor, and PEL, Canadian HoldCo, Canadian SubCo, and US SubCo shall each be at liberty to apply for further advice, assistance and directions as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

34. This Court hereby declares that the Applicants and the Monitor shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.
35. The Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body, having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the Northern District of Texas overseeing the Applicants proceedings under Chapter 15 of the Bankruptcy Code in Case No. 23-41416 (Jointly Administered) (the “**Chapter 15 Case**”), 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.
36. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser’s solicitors.
- and service on any other person is hereby dispensed with.

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

  
Justice of the Court of King's Bench of Alberta

**Schedule "A"**

**Form of Monitor's Certificate**

COURT FILE NUMBER 2301-03179  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



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 DYNAMIC TECHNOLOGIES GROUP INC., DYNAMIC ATTRACTIONS LTD., DYNAMIC ENTERTAINMENT GROUP LTD., DYNAMIC STRUCTURES LTD. and DYNAMIC ATTRACTIONS INC.

APPLICANTS: DYNAMIC TECHNOLOGIES GROUP INC., DYNAMIC ATTRACTIONS LTD., DYNAMIC ENTERTAINMENT GROUP LTD., DYNAMIC STRUCTURES LTD. and DYNAMIC ATTRACTIONS INC  
DOCUMENT:

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **MONITOR'S CERTIFICATE**

MLT AIKINS LLP  
2100 Livingston Place  
222 - 3rd Avenue S.W.  
Calgary, AB T2P 0B4  
Solicitor : Ryan Zahara  
Phone Number: 403-693-5420  
Email: rzahara@mltaikins.com  
File No.: 0119375.00031

**RECITALS**

1. Pursuant to an Order of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated March 9, 2023, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the undertakings, property and assets of the Applicants.
2. Pursuant to an Order of the Court dated June 23, 2023, the Court approved the PEL Transaction Agreement and sale of certain Purchased Shares of DTGI, DAL, DSL and DEGL between the Applicants and Promising Expert Limited ("**PEL**"), 2523613 Alberta Ltd. ("**Canadian HoldCo**"), 15102545 Canada Inc. ("**Canadian SubCo**"), PEL Dynamic

Acquisition (US) Corp. (“**US SubCo**”; together with Canadian Subco, the “**Purchaser**”), and provided for the vesting in the Purchaser of the Applicants’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets and (ii) the Transaction has been completed to the satisfaction of the Monitor.

3. Unless otherwise indicated herein, capitalized terms have the meanings set out in the PEL Transaction Agreement:

**THE MONITOR CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid the Purchase Price and the Monitor has received the Cash Payment for the Purchased Assets payable on the Closing Date pursuant to the PEL Transaction Agreement; and
2. The Transaction has been completed to the satisfaction of the Monitor.
3. This Certificate was delivered by the Monitor at \_\_\_\_\_[Time] (the “**Effective Time**”) on \_\_\_\_\_[Date].