

COURT FILE NUMBER 2301-03179  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
MATTER 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 **SALE APPROVAL AND VESTING ORDER  
(INFINITY AUCTION AGREEMENT)**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
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**DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 2, 2023**

**LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA**

**NAME OF JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE D.B. NIXON**

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**UPON** the application of Dynamic Technologies Group Inc., Dynamic Attractions Ltd.,  
Dynamic Entertainment Group Ltd., Dynamic Structures Ltd. and Dynamic Attractions Inc.

(collectively, the “**Applicants**”); **AND UPON** having read the Application, the Third Affidavit of Allan Francis (the “**Third Francis Affidavit**”) sworn on May 16, 2023, the Supplemental Affidavit of Allan Francis sworn on June 1, 2023 (the “**Supplemental Affidavit**”), the Second Report of FTI Consulting Canada Inc. dated May 18, 2023, in its capacity as monitor (the “**Monitor**”) of the Applicants, the Bench Brief of the Applicants dated June 1, 2023, the amended and restated initial order (the “**ARIO**”) granted by Justice D.R. Mah in the within proceedings on March 16, 2023 and the Affidavit of Service of Joy Mutuku, filed; **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, counsel for Universal City Development Partners, Ltd., and counsel for any other creditors;

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

**SERVICE**

1. Service of notice of the Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of the Application, and time for service of the Application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The transactions contemplated under the auction services agreement between Dynamic Attractions Ltd. (“**DAL**”) and Infinity Asset Solutions Inc. (the “**Auctioneer**”) dated May 25, 2023 (the “**Auction Agreement**”) and the execution by DAL of the Auction Agreement are hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. DAL and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Auction and conveyance of the Purchased Assets to the Purchaser(s) or nominees.

**VESTING OF PROPERTY**

3. Upon:
  - (a) the Auctioneer completing a sale to a Purchaser at the Auction of one or more Purchased Assets;

- (b) receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction; and
- (c) delivery by the Auctioneer to such Purchaser of a bill of sale or similar evidence of purchase and sale (each, a "**Purchaser's Bill of Sale**"),

(each an "**Auction Transaction**" and collectively, the "**Auction Transactions**"),

all of the DAL's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (d) any encumbrances or charges created by the Receivership Order;
- (e) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. The Auction Transactions are hereby approved and ratified and it is hereby declared that the Auction Transactions are commercially reasonable.
5. Upon the completion of all of the Auction Transactions to the satisfaction of the Monitor, the Monitor shall file a certificate substantially in the form attached hereto as Schedule "A" certifying that the Auction Transactions have closed (the "**Monitor's Closing Certificate**").
6. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities

including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Closing 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 to convey to the Purchaser (or its nominee) clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of the Alberta and the British Columbia Personal Property Registry (the “**PPR Registrars**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta or British Columbia Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of DAL in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
7. 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 Auction Agreement. Presentment of this Order and the Monitor’s Closing 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 registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by DAL of the Auction Agreement.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be

asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), DAL shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

10. Except as expressly provided for in the Auction Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Auction Transactions, have liability of any kind whatsoever in respect of any Claims against DAL.
11. Upon completion of the Auction Transactions, DAL and all persons who claim by, through or under the DAL in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the DAL, or any person claiming by, through or against DAL.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against DAL.
14. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after completion of all of the Auction Transactions to the satisfaction of the Monitor.


## MISCELLANEOUS MATTERS

15. Notwithstanding:
- (a) the pendency of these 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*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of DAL, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the DAL; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of DAL and shall not be void or voidable by creditors of the DAL, 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.

16. DAL, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary 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.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. 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
  - (b) Posting a copy of this Order on the Monitor's website at: <http://cfcanada.fticonsulting.com/dynamicgroup/> and service on any other person is hereby dispensed with.
19. 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.



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The Honourable Justice D.B. Nixon  
Justice of the Court of King's Bench of Alberta

**SCHEDULE "A"**

**Form of Monitor's Certificate**

Clerk's stamp

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.

**DOCUMENT**

**MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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Attention: Ryan Zahara  
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File No.: 0119375.00031

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice D.R. Mah of the Court of King's Bench of Alberta (the "**Court**") dated March 16, 2023, FTI Consulting Canada Inc., was appointed as the monitor (the "**Monitor**") of the undertakings, property and assets of Dynamic Attractions Ltd. ("**DAL**"),
- B. Pursuant to an Order of the Court granted by the Honourable Justice D.B. Nixon dated June 2, 2023, the Court approved an auction services agreement dated May 25, 2023 (the "**Auction Agreement**") between DAL and Infinity Asset Solutions Inc. pursuant to which one or more auction transactions may be completed (the "**Auction Transactions**").



C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Auction Transactions have been completed to the satisfaction of the Monitor.
2. This Certificate was delivered by the Monitor at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**FTI Consulting Canada Inc. in its capacity  
as Monitor of the undertakings, property  
and assets of the Applicants and not in its  
personal capacity**

**Per: \_\_\_\_\_  
Name:  
Title**