

ENTERED

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.

\$50.00  
COM  
June 23, 2023

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

DOCUMENT **APPLICATION – APPROVAL AND REVERSE VESTING ORDER and SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **MLT AIKINS LLP**  
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File No.: 0119375.00031

### NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must attend Court by videoconference or phone when the application is heard as shown below:

Date: June 23, 2023  
Time: 2:00 p.m.  
Where: Calgary Courts Centre – via Webex.  
Before: The Honourable Justice G.A. Campbell

Go to the end of this document to see what you can do and when you must do it.

**Remedy claimed or sought:**

1. Dynamic Technologies Group Inc. (“**DTGI**”), Dynamic Attractions Ltd. (“**DAL**”), Dynamic Attractions Inc. (“**DAI**”), Dynamic Structures Inc. (“**DSL**”), Dynamic Entertainment Group Ltd. (“**DEGL**” and together with DTGI, DAL, DAI and DSL, the “**Dynamic Group**” or the “**Applicants**”) seek the following relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (“**CCAA**”):

(a) an Order substantially in the form attached hereto as **Schedule “A”** (the “**ARVO**”):

(i) approving the transaction agreement (the “**PEL Transaction Agreement**”) between the vendors, DTGI, DAL, DAI, DSL and DEGL (collectively, the “**Vendors**”) and the purchaser, Promising Expert Limited (“**PEL**”), 2523613 Alberta Ltd. (“**Canadian Holdco**”), 15102545 Canada Inc. (“**Canadian Subco**”), and PEL Dynamic Acquisition (US) Corp. (“**US Subco**”, together with Canadian Subco, the “**Purchaser**”), and the transactions contemplated therein, including the sale of all of the aggregate issued and outstanding common shares of DTGI, DAL, DSL and DEGL (the “**RVO Entities**”), to the Purchaser and the sale of the assets of DAI to US Subco (collectively, the “**Proposed Transaction**”);

(ii) authorizing the Vendors to execute the PEL Transaction Agreement and complete the Proposed Transaction;

(iii) upon implementation of the Proposed Transaction, cancelling all other shares of the RVO Entities and vesting certain remaining liabilities, contracts and assets of the RVO Entities in a numbered company to be incorporated (“**ResidualCo**”), a wholly-owned subsidiary of DTGI, on the terms set out more fully below;

(iv) authorizing and directing the Vendors to perform their obligations under the PEL Transaction Agreement, including the Reorganization Steps (Schedule “J” to the PEL Transaction Agreement) and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Proposed Transaction;

- (v) ordering that upon delivery of the Monitor's certificates (the PEL Transaction Certificate (as defined in the ARVO) and the Monitor's Closing Certificate (as defined in the SAVO)) to the Purchaser certifying that, among other things, it has received written confirmation from the Vendors and the Purchaser that all conditions to closing of the Proposed Transaction have been satisfied or waived by the parties to the PEL Transaction Agreement, the following shall be deemed to occur in the sequence set out in the Reorganization Steps and or as set forth in the ARVO or the SAVO, as applicable:
- (1) all of the right, title and interest of the RVO Entities in their respective Excluded Assets shall be transferred to, assumed by and vested absolutely and exclusively in ResidualCo, and in each case, all Claims, Liabilities, and Encumbrances shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
  - (2) all Excluded Contracts and Excluded Liabilities of the RVO Entities shall be transferred to, assumed by and vested absolutely in ResidualCo and the Vendors shall be forever discharged and released from such Excluded Contracts and Excluded Liabilities and all related claims and encumbrances;
  - (3) all rights, titles and interest to the Purchased Shares issued by the RVO Entities will vest absolutely in the Purchaser free and clear of all Claims, Liabilities and Encumbrances, except Retained Liabilities, Retained Contracts, and Permitted Encumbrances;
  - (4) all of the RVO Entities rights, titles and interest in and to the Retained Assets and Retained Contracts shall be retained free and clear of all Claims, Liabilities or Encumbrances except for the Retained Liabilities and Permitted Encumbrances;
  - (5) any directors of the Vendors immediately prior to the closing of the Proposed Transaction have resigned and the new director named

in the PEL Transaction Agreement is appointed as a director of PEL's purchasing nominees;

(6) the RVO Entities will cease to be Applicants in the CCAA proceedings and will be released from the purview of the ARIO and all other Orders granted in the CCAA proceedings (excluding the ARVO); and

(7) ResidualCo will be added as an Applicant to these CCAA proceedings;

- (vi) ordering that the ARVO shall be the only authorization required by the Vendors and the Purchaser to proceed with the Proposed Transaction, and that 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 Vendors shall be required for the due execution, delivery, performance and completion of the Proposed Transaction, including, without limitation, any requirement to comply with the requirements of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”), Multilateral Instrument 11-103 – *Failure-to-File Cease Trade Orders in Multiple Jurisdictions* (“**MI 11-103**”), or the cease trade order issued by the Executive Director of the Alberta Securities Commission and evidences the decision of the regulator or securities regulatory authority in Ontario in respect of DTGI dated May 9, 2023 (the “**Cease Trade Order**”) in connection with implementing the Proposed Transaction;
- (vii) from and after the Effective Time (as that term is defined in the PEL Transaction Certificate), barring and enjoining all Persons from commencing or continuing any step or proceeding against the Purchaser or the Vendors relating to the Excluded Assets, the Excluded Contracts, the Excluded Liabilities, or any other claim, obligation or matter waived, released, or discharged pursuant to the ARVO;

- (viii) granting certain releases and exculpations with respect to the current and former directors, officers, employees, legal counsel and advisors of the Applicants and ResidualCo; the Monitor and its legal counsel; and PEL, Canadian Holdco, Canadian Subco, US Subco, and each of their current and former directors, officers, employees, legal counsel and advisors; and
  - (ix) expanding the powers of the Monitor, FTI Consulting Inc. (the “**Monitor**”), granted in the earlier Orders issued in this CCAA proceedings to authorize and empower the Monitor to take all actions necessary to, among other things, wind down and/or dissolve and/or bankrupt each ResidualCo and administer the Excluded Assets, Excluded Liabilities and ResidualCo.;
- (b) a sale approval and vesting Order substantially in the form attached hereto as **Schedule “B”** (the “**SAVO**”) approving the purchase and sale of DAI’s US Assets and Assigned Contracts to the Purchaser and vesting the US Assets and Assigned Contracts absolutely in the Purchaser free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances;
  - (c) an Order substantially in the form attached hereto as **Schedule “C”** (the “**Restricted Court Access Order**”) sealing the Confidential Supplement (the “**Confidential Supplement**”) to the Third Report of the Monitor on the Court file until the earlier of an order of this Court, the filing of the Monitor’s Certificate, December 23, 2023 or the discharge of the Monitor;
  - (d) a declaration that service of this Application and supporting materials is good and sufficient, and if necessary, abridging the time for notice of the Application to the time actually given; and
  - (e) such further and other relief as the Receiver may request and this Honourable Court may grant.
2. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Fourth Affidavit of Allan Francis, sworn on June 13, 2023 (the “**Fourth Francis Affidavit**”) and the PEL Transaction Agreement.

## Grounds for making this Application:

### Background on CCAA Proceedings

3. The Dynamic Group is in the business of designing, engineering, manufacturing, commissioning, warranting and providing ongoing parts and services to theme park owners around the world. The Dynamic Group has manufactured and engineered rides for major theme park owners and operators that include Universal Studios and Disney, and as of the date of the Initial Order, had 90 employees worldwide.
4. Dynamic Group's operations also include, among other things, specialty engineering projects such as large optical telescope enclosures and custom steel fabrication.
5. Many aspects of the ride technology and products engineered by DAL are protected with Canadian and international patents.
6. On March 9, 2023, the Honourable Justice J.A. Fagnan granted an initial order under the CCAA (the "**Initial Order**"), providing for, among other things, a 10-day stay of proceedings in favour of the Dynamic Group (the "**Stay Period**").
7. On March 16, 2023, the Honourable Justice D.B. Mah granted the amended and restated initial order (the "**ARIO**") extending the original Stay Period to May 28, 2023 and approving, among other things, a sales and investment solicitation process (the "**SISP**").
8. On May 26, 2023, the Honourable Justice B.B. Johnston granted an order extending the Stay Period to July 28, 2023 (the "**Extension Order**").
9. On June 2, 2023, the Honourable Justice D.B. Nixon granted the following:
  - (a) an Order declaring that pursuant to section 5(5) of the *Wage Earner Protection Program Act (Canada)*, SC 2005, c 47, s 1 ("**WEPPA**"), the Applicants and their collective former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 and are individuals to whom WEPPA applies;
  - (b) Sale Approval and Vesting Orders approving:

- i. an asset purchase agreement dated May 17, 2023 between DAL and Infinity Asset Solutions Inc. (the “**Infinity APA**”);
- ii. an auction services agreement dated May 25, 2023 between DAL and Infinity Asset Solutions Inc. (the “**Auction Agreement**”); and
- iii. an equipment sale agreement dated June 1, 2023 between Universal City Development Partners, Ltd. and DAL respecting the sale of certain limited assets at DAL’s production facility in Port Coquitlam, British Columbia (the “**Universal Transaction**”); and

(c) an Order sealing the confidential supplement to the Third Affidavit of Allan Francis, sworn on June 1, 2023.

### **Outcome of SISP**

10. Pursuant to the SISP, PEL’s credit bid was the highest value bid (the “**High Value Bid**”) received by the Monitor and the only substantive bid for the purchase of the Applicants’ assets on a going-concern basis.
11. On May 9, 2023 and on providing the necessary notice, the Monitor terminated the SISP and advised all other bidders that the Applicants and the Monitor were proceeding with the High Value Bid.
12. The transaction proposed by PEL’s High Value Bid is the outcome of the Applicants’ and Monitor’s efforts, through the SISP, to identify a viable going-concern strategy to exit the CCAA and concurrent Chapter 15 proceedings in a manner that:
  - (a) preserves the going-concern value of the Applicants’ businesses for the benefit of their stakeholders;
  - (b) maintains the Vendors’ relationships with suppliers and customers to the greatest extent possible;
  - (c) preserves the ongoing employment of the Applicants’ remaining employees;
  - (d) preserves the tax attributes associated with the Applicants’ tax losses; and

(e) preserves the Applicants' Intellectual Property rights in their various products.

### **The Proposed Transaction**

13. The PEL Transaction Agreement provides for the following Proposed Transaction:

- (a) the Purchaser will subscribe for the DTGI Share and receive a transfer of the remaining Purchased Shares in consideration for payment of a portion of the Purchase Price, which is satisfied substantially by way of a credit bid, except for the Cash Payment required to be made to the Monitor at Closing;
- (b) all of the issued and outstanding shares of the RVO Entities, other than the Purchased Shares, will be cancelled for no consideration, resulting in the Purchaser becoming the sole shareholder of the RVO Entities, subject to the Excluded Assets, Excluded Liabilities and Excluded Contracts being vested in and to ResidualCo and ResidualCo effectively replacing the Applicants (except for DAI) as the applicants in the within CCAA proceedings;
- (c) any and all Encumbrances shall continue to attach to the Excluded Assets after their transfer to ResidualCo with the same nature and priority as they had immediately prior to the Proposed Transaction;
- (d) the Excluded Assets to be transferred to ResidualCo, including a portion of the Purchase Price, which will be available for distribution to the Applicants' creditors pursuant to the terms of the ARVO; and
- (e) the Retained Assets and Retained Contracts will vest in the Applicants free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and Retained Liabilities.

14. In deciding whether to proceed with the Proposed Transaction, the Applicants, in consultation with its legal counsel and the Monitor, reviewed and considered a number of key considerations with respect to the offers submitted, including the consideration offered, timing, conditions, certainty of closing and impact on stakeholders. The Applicants prioritized obtaining proposals through the SISP that proposed a going-concern transaction. The Proposed Transaction was the only viable alternative submitted through the SISP for a going-concern transaction.



15. Following their review of the offers generated through the SISP, the Applicants, on the advice and assistance of their legal counsel and the Monitor, determined that proceeding with the Proposed Transaction with the Purchaser is the best and only alternative available to the Applicants in the circumstances and is in the best interests of the Applicants and their stakeholders.

## **ARVO**

16. The Proposed Transaction is most efficiently implemented pursuant to the ARVO (and a SAVO for the US Assets), which is uniquely structured to preserve the going-concern value of the Applicants' business for the benefit of all stakeholders. In addition, it is a condition of the Proposed Transaction that it be implemented pursuant to an ARVO granted by this Court and recognized by the U.S. Bankruptcy Court.
17. With respect to the Applicants' Intellectual Property rights in their various rides, which are filed in registries in Canada and around the world, the ARVO preserves the significant value associated with the Intellectual Property rights and ensures that no additional and significant steps will need to be taken to transfer such Intellectual Property rights to another entity. There would be significant complexities associated with transferring Intellectual Property registrations and involves a certain amount of risk that some transfers would not be effected on a timely basis. Even if the Applicants had an extended period of time to transfer the Intellectual Property rights, such a process would be uncertain.
18. The RVO Entities also have substantial tax attributes estimated to be approximately \$88,650,661.00 (the "**Tax Attributes**") that are estimated to provide substantial value to a restructured Dynamic Group going forward and provided the restructured entity can continue its operations as a going-concern. The Tax Attributes will only have value to reduce taxes payable on future revenues of a restructured Dynamic Group entity and will have no value or a nominal value (i.e. \$0.01-\$0.07 per dollar of Tax Attribute) to any other parties outside of the Proposed Transaction. The most practical and efficient way for the stakeholders to realize on the benefits of the Tax Attributes is through the PEL Transaction Agreement and the ARVO.
19. In addition, DAL and DSL have received certification by the International Organization for Standardization (the "**ISO Certificates**") in respect of their manufacturing, engineering and

processing capabilities. Such ISO Certificates are crucial to the international nature of the Applicants' business.

20. ISO certification is an important part of DAL and DSL's manufacturing business that would not be transferrable to a third-party purchaser who would ultimately have to go through the entire process to obtain ISO certification again. DAL and DSL invest tens of thousands of dollars annually in maintaining their ISO certification and has done so since their initial ISO certification in 1990. These costs include not only the fees for the annual audit, but also the labour put in each year by all departments in the company to review and update the standards prior to the annual audit to reflect the current work practices and any changes in methodology that have occurred since the previous audit. DAL and DSL's ISO certification is established against their own unique process and procedure documents and cannot be easily duplicated or purchased by any other parties.
21. DAL and DSL has maintained ISO certification since 1990 and have developed and continued improving the comprehensive processes and procedure documents that are the basis of their ISO certification. For DAL and DSL to maintain their ISO certification, they are audited annually against these procedures to validate they still comply with such procedures and to look at any changes that have occurred requiring modification. If a purchaser were required to establish a new ISO certification there would be a much more extensive and expensive audit process to evaluate those processes and procedure documents, as opposed to the much less onerous process of updating the same documentation DAL and DSL already have in place (which are subject on to the renewal and surveillance audits they undergo now).
22. The ISO 9001 standard is recognized globally as the leading certification of quality management systems and demonstrates to DAL and DSL's customers and suppliers that they are committed to delivering products of a consistent high quality level following defined and effective processes. Additionally, holding the ISO certification is important for marketing and differentiating DAL and DSL as a premium provider of ride system equipment and attractions.
23. Further, implementing the Proposed Transaction under the ARVO ensures that any tax attributes resident on the RVO Entities are preserved and transferred to the Purchaser.

24. As a result, the only feasible structure for the Proposed Transaction is a sale of the equity of the RVO Entities by means of the ARVO and a sale of the US Assets by means of the SAVO. Any other structure risks exposing the Applicants and their shareholders to the risk of losing the value of their Intellectual Property, Tax Attributes, and the ISO Certificates.
25. Due to the nature of their business and in light of the foregoing, the Applicants have determined that completing the Proposed Transaction by a traditional asset sale and vesting order would be extremely difficult, lengthy, costly and unlikely to preserve the going-concern value of the Applicants.

### **Relief from other Authorizations, Approvals or Filings**

26. Given the facts and circumstances of these proceedings, including the fact that the proceeds available for distribution to creditors are insufficient to repay the secured lender in full and there are no funds available for distribution to subordinate secured creditors, unsecured creditors or equity holders, the Applicants believe it would be fair and appropriate for the Court to grant DTGI relief from the requirements under MI 61-101, NP 11-207 and the Cease Trade Order, and any other authorizations, approvals or filing requirements that may be applicable to the Proposed Transaction.
27. DTGI is also seeking to cease to be a reporting issuer and authorization to complete an amalgamation as and when the Purchaser deems appropriate.
28. Prior to filing the application, legal counsel for DTGI contacted the Alberta Securities Commission and provided background and certain other information and documents in respect of the Proposed Transaction and the relief contemplated under the proposed ARVO.

### **Releases**

29. The proposed ARVO also includes standard third-party releases (the “**Releases**”) in favour of the following parties (collectively, the “**Released Parties**”):
  - (a) the current and former directors, officers, employees, legal counsel, and advisors of the Applicants and ResidualCo (or any of them);
  - (b) the Monitor and its legal counsel;

(c) PEL, Canadian Holdco, Canadian Subco, US Subco and each of their current and former directors, officers, employees, legal counsel, and advisors.

30. The requested Releases are necessary to bring finality to the within CCAA proceedings, facilitate the release of the Court-ordered charges, including the D&O Charge, without requiring a reserve for potential claims that could prevent the Proposed Transaction from closing.
31. The Released Parties have made significant and often critical contributions to the development and implementation of the Applicants restructuring in these CCAA proceedings. The Released Parties have worked diligently towards ensuring the implementation of the restructuring of the Applicants financial obligations and operations for the benefit of stakeholders. If the ARVO is granted and the Proposed Transaction is consummated, the Applicants and their businesses will continue, and their going concern value will be preserved for the benefit of stakeholders.
32. In addition to the Releases, the ARVO also seeks various exculpations for which the Applications will seek approval by the U.S. Bankruptcy Court in the U.S. Recognition of Vesting Order.

### **Sealing Order**

33. The Confidential Supplement encloses an unredacted copy of the PEL Transaction Agreement, which contains confidential information about the purchase price, the value of the properties, assets and undertakings of the Applicants and certain commercially sensitive information related thereto. The public disclosure and dissemination of the information in the Confidential Supplement would cause serious and irreparable harm to the Applicants and their stakeholders in the event the Proposed Transaction is not completed and it is necessary for the Applicants to source another purchaser.
34. The limited sealing provision in respect of the Confidential Supplement is a fair and reasonable method of addressing the serious and irreparable harm that would result while still ensuring as much information as possible remains on the public court record.

### **General**

35. The Monitor is supportive of the relief requested in the within Application.

36. PEL, the Applicants' primary secured creditor, is also supporting of the relief requested in the within Application.
37. In the circumstances, the proposed ARVO and SAVO are appropriate.
38. The Applicants rely on such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

39. All Orders issued in the within CCAA proceedings;
40. The First Affidavit of Allan Francis, sworn on March 8, 2023;
41. The Second Affidavit of Allan Francis, sworn on March 14, 2023;
42. The Supplement to the Second Affidavit of Allan Francis, sworn on March 16, 2023;
43. The Third Affidavit of Allan Francis, sworn on May 16, 2023;
44. The Supplement to the Third Affidavit of Allan Francis, sworn on June 1, 2023;
45. The Fourth Affidavit of Allan Francis, sworn June 13, 2023;
46. The Third Report of the Monitor, to be filed;
47. The Confidential Supplement to the Third Report, to be provided; and
48. Such further and other material or evidence as counsel may advise and this Court may permit.

**Applicable rules:**

49. Rules 6.3, 6.9, 6.28 and 11.27 of the *Alberta Rules of Court*, Alta Reg 124/2010; and
50. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

51. The CCAA, including sections 5.1(2), 11, 36 and this Court's equitable and statutory jurisdiction thereunder.

52. *Business Corporations Act*, RSA 2000, c B-9, including sections 99, 176 and 192;
53. *Canada Business Corporations Act*, RSC 1985, c C-44, section 101 and 191;
54. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

55. None.

**How the application is proposed to be heard or considered:**

56. By videoconference before the Honourable Justice G.A. Campbell on June 23, 2021 at 2:00 p.m. Calgary local time.
57. The relevant WebEx login information is enclosed at Appendix "A".

**WARNING**

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**APPENDIX "A" – WEBEX VIDEOCONFERENCE INFORMATION**

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**Subject:** WEBEX CONFIRMATION - 2301 03179 - DYNAMIC TECHNOLOGIES GROUP INC. v. COMPANIES CREDITORS ARRANGEMENT ACT - Jun 23, 2023 02:00 PM - CAMPBELL, J - Confirmed

[EXTERNAL MESSAGE]

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**Counsel: Please ensure that all relevant parties have received Webex information.**

**Virtual Courtroom 60** has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the "Cisco Webex Meetings" App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Thank you,



**Corbyn Burik**  
Commercial Duty Coordinator

E: [commercialcoordinator.qbcalgary@albertacourts.ca](mailto:commercialcoordinator.qbcalgary@albertacourts.ca)

Court of King's Bench of Alberta  
Edmonton Law Courts

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**SCHEDULE "A"**  
ARVO

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**  
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Telephone: 403.693.5420  
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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 \_\_, 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 • (“**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 \_\_, 2023, in its capacity as monitor (the “**Monitor**”) of the Applicants, 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;

**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 directors named in the PEL Transaction Agreement shall be deemed to be appointed as directors of the 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. Without limiting the generality of the foregoing, 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**”). For greater certainty, (i) the Cease Trade Order shall no longer be in effect after the Reorganization Steps are fully implemented; and (ii) DTGI will no longer be a reporting issuer upon completing the Transaction.
11. The Executive Director as defined in the *Business Corporations Act*, RSA 2000, c B-9, as may be amended, (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. Upon receipt of the PEL Transaction Certificate, the Alberta Securities Commission shall also cancel the Cease Trade Order and the TSXV shall accept all necessary filings for DTGI to cease to be a reporting issuer.

## 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 [INSERT RESIDUALCO]”

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 and 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' 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 "**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 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 in respect of the vesting and sale of the Purchased Assets, including, more specifically, the Intellectual Property, shall limit the rights provided to parties under section 36(8) of the CCAA.
32. 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.
33. 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.
34. 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.

35. 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.

36. 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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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].

**SCHEDULE "B"**

Sale Approval and Vesting Order – Dynamic Attractions Inc. Transaction

Clerk's Stamp

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  
(Dynamic Attractions Inc. Transaction)**

ADDRESS FOR SERVICE **MLT AIKINS LLP**  
AND CONTACT 2100 Livingston Place  
INFORMATION OF 222 - 3rd Avenue S.W.  
PARTY FILING THIS Calgary, AB T2P 0B4  
DOCUMENT Solicitors: Ryan Zahara  
Telephone: 403.693.5420  
Email: rzahara@mltaikins.com  
Fax Number: 403.508.4349  
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**

---

**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"**) for an order (this **"Order"**), among other things, approving the transactions (the **"Transaction"**) contemplated by the agreement dated as of June \_\_, 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 • (**"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 of the Monitor, FTI Consulting Canada Inc. (the **"Monitor"**), dated June \_\_, 2023 (the **"Third Report"**), the confidential supplement to the Third Report, dated June \_\_, 2023 (the **"Confidential Supplement"**), the amended and restated initial order (the **"ARIO"**) granted by Justice D.R. Mah in the within proceedings on March 16, 2023, the extension order (the **"Extension Order"**) granted on May 26, 2023 by Justice B.B. Johnston, and the Affidavit of Service of Joy Mutuku, filed; **AND UPON** hearing counsel for the Applicants, counsel for the Monitor, counsel for Promising Expert Limited and counsel for any other creditors;

**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 Fourth Francis Affidavit, the PEL Transaction Agreement and capitalized terms denoting the singular include the plural, and *vice versa*.

**APPROVAL OF TRANSACTION**

3. The purchase and sale (the **"DAI Transaction"**) of the U.S. Assets and Assigned Contracts from DAI, as vendor (the **"Vendor"**), as provided for under the PEL Transaction Agreement is hereby approved and the execution of the PEL Transaction Agreement evidencing the DAI Transaction by the Applicants and PEL is hereby authorized and approved, with such minor amendments as the Applicants and the Monitor may deem



necessary. The Applicants 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 DAI Transaction and conveyance of the Purchased Assets (as defined below) to the Purchaser (or its nominee).

## **VESTING OF PROPERTY**

4. In this Order, the purchased assets are all of the U.S. Assets listed at Schedule "G" to the PEL Transaction Agreement and the Assigned Contracts listed at Schedule "H" to the PEL Transaction Agreement (collectively, the "**Purchased Assets**").
5. Upon delivery of a Monitor's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**"), all of DAI'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 Claims, Liabilities and Encumbrances (as each term is defined in the PEL Transaction Agreement), except for the Permitted Encumbrances (as defined below). For greater certainty, this Court orders that all claims including any Claim, Liabilities and Encumbrance (as each term is defined in the PEL Transaction Agreement) other than Permitted Encumbrances and Retained Liabilities (as defined in the PEL Transaction Agreement) (collectively, "**Claims**"), affecting, or relating to the Purchased Assets are hereby expunged, discharged, and terminated as against the Purchased Assets.
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 set out in Schedule "B" in the PEL Transaction Agreement and including the Retained Liabilities, the Cure Costs, and all liabilities arising after the Closing Date.
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 PEL Transaction 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 Retained Liabilities and Permitted Encumbrances.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets 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 Retained Liabilities and 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), the Applicants shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.
9. 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 the Applicants of the PEL Transaction Agreement.
10. Except to the extent expressly contemplated by the PEL Transaction Agreement, all Assigned Contracts to which any of the Applicants are a party upon delivery of the Monitor's Closing Certificate and the payment of the Cure Cost Amount will be and remain in full force and effect upon and following delivery of the Monitor's Closing Certificate and any 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 Reverse Vesting Order; 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.
11. For greater certainty, (a) nothing in paragraph 10 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' 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.
12. 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 Assigned 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, , and any all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assigned 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.

13. Except as expressly provided for in the PEL Transaction Agreement, each of PEL, Canadian HoldCo, Canadian SubCo, and the Purchaser (or its nominee) shall not, by completion of the DAI Transaction, have liability of any kind whatsoever in respect of any Claims against the Applicants.
14. Upon completion of the DAI Transaction, the Applicants and all persons who claim by, through or under the Applicants 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 or Retained Liabilities, 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).
15. 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 Applicants, or any person claiming by, through or against the Applicants.
16. Immediately upon closing of the DAI Transaction, holders of Permitted Encumbrances and Retained Liabilities shall have no claim whatsoever against the Applicants or the Monitor in respect of the Purchased Assets.
17. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

#### **MISCELLANEOUS MATTERS**

18. 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 the Applicants, and any bankruptcy order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of the Applicants; 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 the Applicants and shall not be void or voidable by creditors of the Applicants, 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.

- 19. The Applicants, 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 DAI Transaction.
- 20. This Honourable 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 US Bankruptcy Code in Case No. 23-41416 (Jointly Administered), 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.
- 21. 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.

22. 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 G.A. Campbell  
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.

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 assets of the Applicants between the Applicants and PEL (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 DAI 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 DAI 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].

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:



**SCHEDULE "C"**  
Restricted Court Access Order

Clerk's Stamp

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 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 **SEALING ORDER**

ADDRESS FOR  
SERVICE AND  
CONTACT **MLT AIKINS LLP**  
2100 Livingston Place  
222 - 3rd Avenue S.W.  
Calgary, AB T2P 0B4  
Solicitors: Ryan Zahara  
Telephone: 403.693.5420  
Email: rzahara@mltaikins.com  
Fax Number: 403.508.4349  
File No.: 0119375.00031

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

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

**NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE G.A. CAMPBELL**

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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 Fourth Affidavit of Allan Francis sworn on June 13, 2023 (the "**Fourth Francis Affidavit**"), the Third Report of the

Monitor, FTI Consulting Canada Inc. (the “**Monitor**”) dated June \_\_\_\_, 2023 (the “**Third Report**”), the confidential supplement to the Third Report dated June \_\_\_\_\_, 2023 (the “**Confidential Supplement**”), the amended and restated initial order (the “**ARIO**”) granted by Justice D.R. Mah in the within proceedings on March 16, 2023, the extension order (the “**Extension Order**”) granted on May 26, 2023 by Justice B.B. Johnston and the Affidavit of Service of Joy Mutuku, filed; **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, counsel for Promising Expert Limited and counsel for any other creditors;

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

1. The Clerk of the Court is hereby directed to seal the Confidential Supplement on the Court file until the earlier of:
  - (a) an Order of this Court directs that the Confidential Supplement be filed in this Action;
  - (b) the Monitor files a Monitor’s Certificate in respect of the PEL Transaction Agreement (as defined in the Third Report);
  - (c) December 23, 2023; or
  - (d) the discharge of the Monitor by this Honourable Court.
  
2. The Clerk of the Court is hereby directed to seal the Confidential Supplement in an envelope setting out the style of cause in the within proceeding and labelled:

**THIS ENVELOPE CONTAINS A CONFIDENTIAL DOCUMENT. THIS CONFIDENTIAL DOCUMENT IS SEALED ON COURT FILE NO 2301 - 03179 PURSUANT TO THE ORDER ISSUED BY HONOURABLE JUSTICE G.A. CAMPBELL ON JUNE 23, 2023. THIS CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF AN ORDER OF THE COURT DIRECTING THAT THIS CONFIDENTIAL DOCUMENT BE FILED, THE FILING OF A MONITOR'S CERTIFICATE FROM FTI CONSULTING CANADA INC. IN ITS CAPACITY AS MONITOR, CONFIRMING THAT THE CONFIDENTIAL DOCUMENT MAY BE FILED, DECEMBER 23, 2023 OR THE DISCHARGE OF THE MONITOR.**

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The Honourable Justice G.A. Campbell  
Justice of the Court of King's Bench of Alberta