

ENTERED



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

PROCEEDING IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

\$50.00
COM
May 26, 2023

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 **APPLICATION (STAY EXTENSION AND SAVO)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MLT AIKINS LLP
Barristers and Solicitors
2100, 222 – 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Telephone: 403.693.5420
Fax No.: 403.508.4349
Attention: Ryan Zahara
File No.: 0119375.00031

NOTICE TO RESPONDENTS:

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

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

To do so, you must be in Court when the application is heard as shown below:

Date: May 26, 2023
Time: 10:00 a.m.
Where: Calgary Courts Centre – VIA WEBEX
Before: The Honourable Justice B.B. Johnston

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. (“**DTG**”), Dynamic Attractions Ltd. (“**DAL**”), Dynamic Entertainment Group Ltd. (“**DEGL**”), Dynamic Attractions Inc. (“**DAI**”) and Dynamic Structures Inc. (“**DSL**”; together with DTG, DAL, DEGL, DAI, the “**Dynamic Group**” or the “**Applicants**”) seeks 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”**, granting the following relief:
 - (i) declaring service of this Application and its supporting materials good and sufficient, and if necessary, abridging time for notice of the Application to the time actually given;
 - (ii) extending the Stay Period (as defined in the March 16, 2023 amended and restated initial order (the “**ARIO**”) granted by Justice D.B. Mah pursuant to the CCAA) up to and including July 28, 2023, or such further or other date as this Court may consider appropriate; and
 - (iii) approving a restricted court access order in respect of the Confidential Supplement to the Second Report;
 - (b) an Order, substantially in the form attached hereto in **Schedule “B”**, approving a potential transaction (the “**Universal Transaction**”) with Universal in respect of a sale of certain limited assets located at the production facility of DAL located in Port Coquitlam (the “**Vancouver Production Facility**”) should the Universal Transaction be finalized prior to the hearing of this Application;
 - (c) an Order, substantially in the form attached hereto in **Schedule “C”**, approving the asset purchase agreement (the “**Infinity APA**”) between Infinity Assets Solutions Inc. (the “**Purchaser**” or “**Infinity**”) and DAL, to sell certain assets and inventory of DAL located at the Vancouver Production Facility; and
 - (d) such further and other relief as this Honourable Court may deem just.

2. Capitalized terms not otherwise defined herein shall have the meaning to give them in the Third Affidavit of Allan Francis sworn on May 16, 2023 (the "**Third Francis Affidavit**").

Grounds for making this application:

Background

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.
4. The Dynamic Group has produced award-winning and cutting-edge theme park ride systems and attraction developments. The Dynamic Group owns a 50% interest in one of the attractions that they developed along with the theme park owner. The Dynamic Group has manufactured and engineered rides for major theme park owner/operators including, Universal Studios and Disney, over the past 20 years and currently has 90 employees worldwide.
5. DTG also uses these same turn-key engineering and manufacturing services for special projects such as large optical telescope enclosures, specialty engineering, and custom steel fabrication services.
6. DAL is a turnkey supplier of premium entertainment rides. Its proprietary product lines include, but are not limited to: high-tech theatres, special effects roller coasters, autonomous guided vehicles (tracked and trackless), independent drive and controlled "coaster vehicles". Many aspects of DAL's ride technology are protected with Canadian and international patents. DAL continues to provide custom design-build-commission services for major theme parks.
7. DSL as currently organized was incorporated in 2017, but became operational in 2020 when 34 engineers were transferred from DAL to DSL, and 50% of DSL's shares were sold to third party investors. DSL now primarily provides design engineering and product research and development services for complex ride systems for DAL. DSL also designs sophisticated custom, complex, high precision mechanisms and integrated structures for third party customers.

8. DAI has a 25,000 square foot facility in Orlando, Florida, much of which has been sublet to other companies in the industry. DAI also has a physical location in Arlington, Texas out of which they provide maintenance services and replacement parts for ride systems that have been delivered to customers throughout the world. DAI also provides parts and service for rides built by other manufacturers.
9. On March 9, 2023 the Initial Order was granted by Madam Justice Fagnan pursuant to the CCAA. The Applicants intend to seek approval of the SISP in order to advance its restructuring and maximize value for its stakeholders.
10. On March 16, 2023, the amended and restated initial order (the “**ARIO**”) was granted by Justice D.B. Mah and extended the original Stay Period until May 28, 2023.

Stay Extension

11. The requested stay extension, including the extension of the Stay Period to July 28, 2023, is necessary to advance the CCAA proceedings of the Applicants.
12. The extension of the Stay Period will allow the Applicants to preserve the value of their business and assets as a whole by minimizing any disruptions while completing the transaction sourced through the SISP, which will ensure that the Applicants’ creditors will be able to maximize their recovery.
13. Management of the Dynamic Group, in consultation with the Monitor, will continue to work in good faith on a restructuring path forward, including finalizing definitive agreements with PEL, completing the Infinity APA and continuing to restructure the affairs of the Applicants.
14. The Applicants have also taken a number of significant steps in restructuring their affairs, including, disclaiming certain agreements and leases, continuing to complete work for customers, negotiating hand-offs of certain contracts and projects with customers in order to allow customers to move forward with those projects or complete ongoing work.

Chapter 15 Application

15. The Applicants have also engaged legal counsel in Texas to begin preparing for a filing pursuant to Chapter 15 of the US Bankruptcy Code. The Applicants anticipate

recognition of the CCAA proceedings to be sought under Chapter 15 shortly and after expiry of the 21 day notice period required thereunder.

16. The Applicants also need additional time to wind down its operations at the Vancouver Production Facility, including completing the sale and auction of various assets located at the Vancouver Production Facility by Infinity.

WEPP

17. The Applicants, pursuant to section 5(5) of the *Wager Earner Protection Program Act* S.C. 2005 c. 47, s. 1 (“**WEPPA**”) are seeking a declaration that the Applicants and their former employees meet the criteria established by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR 12008-222 (the “**WEPP Regulations**”).
18. In light of recent amendments to WEPPA and the WEPP Regulations, this Court now has the discretion, under section 5(5) and 3.2, respectively, to, in proceedings under the CCAA, order that a former employer meets the criteria prescribed by regulation where the former employer is the employer of all whose employees in Canada have been terminated other than any employees retained to wind-down business operations.

SISP

19. On May 5, 2023, the Monitor advised the Applicants that it intended to terminate the SISP as a result of receiving a High Value LOI from PEL (the “**High Value Bid**”).
20. On May 9, 2023, the Monitor terminated the SISP in order for the Applicants to proceed with finalizing definitive documents and completing the transaction contemplated by the High Value Bid.
21. Since that time, the Applicants have worked with PEL in order to advance the transaction and complete definitive documents such that the High Value Bid can be brought before this Honourable Court for approval.
22. The Applicants and PEL require additional time to complete the definitive documents associated with the High Value Bid.

23. The Applicants are also seeking approval of the Infinity APA with Infinity that would result in the sale of all or substantially all of the remaining inventory, equipment and assets located at the Vancouver Production Facility.
24. The Applicants are seeking approval of the Universal Transaction with Universal that would sell a certain asset (demonstration track for a previously completed Harry Potter Forbidden Journey Ride) located at the Vancouver Production Facility to Universal.
25. The Applicants or the Monitor will provide supplemental evidence in respect of the potential Universal Transaction once it is finalized and prior to the Application.

Restricted Court Access Order

26. The Applicants are seeking a restricted court access order or sealing order for the Confidential Supplement to the Second Report of the Monitor. The Confidential Supplement contains confidential and commercially sensitive information and the disclosure of which could prejudice the Applicants and impair the recovery of the Applicants stakeholders if disclosed and the High Value Bid does not ultimately close.
27. The grounds set out in the Third Francis Affidavit.
28. The provisions of the CCAA and the equitable jurisdiction of this Court.
29. Such further and other grounds as counsel for the Dynamic Group may advise and this Honourable Court may permit.

Material or evidence to be relied on:

30. The Affidavit of Allan Francis, sworn on March 8, 2023, filed;
31. The Second Affidavit of Allan Francis, sworn on March 14, 2023;
32. The Supplemental Affidavit of Allan Francis, sworn on March 16, 2023
33. The Third Affidavit of Allan Francis, sworn on May 16, 2023;
34. The Pre-filing Report of the Proposed Monitor, FTI Consulting Canada Inc., dated March 8, 2023, filed;

35. The First Report of the Monitor, FTI Consulting Canada Inc., dated March 15, 2023, filed;
36. The Second Report of the Monitor, FTI Consulting Canada Inc., to be filed;
37. Such further and other materials as counsel for the Monitor or the Applicants may advise and this Honourable Court may permit.

Applicable rules:

38. Part 6, Division 1 of the Alberta *Rules of Court*, Alta Reg 124/2010.

Applicable Acts and regulations:

39. The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, including section 11;
40. WEPPA, including section 5(5);
41. WEPP Regulations, including section 3.2; and
42. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

43. None.

How the application is proposed to be heard or considered:

44. By Webex videoconference before the Honourable Justice B.B. Johnston.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the 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 a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

Clerk's Stamp:

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DYNAMIC TECHNOLOGIES GROUP INC., DYNAMIC ATTRACTIONS LTD., DYNAMIC ENTERTAINMENT GROUP LTD., DYNAMIC STRUCTURES LTD. and DYNAMIC ATTRACTIONS INC.

DOCUMENT **ORDER (STAY EXTENSION)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **MLT AIKINS LLP**
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Telephone: 403.693.5420
Fax No.: 403.508.4349
Attention: Ryan Zahara
Email: rzahara@mltaikins.com
File No.: 0119375.00031

DATE ON WHICH ORDER WAS PRONOUNCED: MAY 26, 2023

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE B.B. JOHNSTON

UPON the application of Dynamic Technologies Group Inc., Dynamic Attractions Ltd., Dynamic Entertainment Group Ltd., Dynamic Structures Ltd. and Dynamic Attractions Inc. (collectively, the **"Applicants"**); **AND UPON** having read the Application, the Third Affidavit of Allan Francis (the **"Third Francis Affidavit"**), sworn on May 15, 2023, the Second Report of FTI Consulting Canada Inc. dated May __, 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; 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:

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 Third Francis Affidavit.

STAY EXTENSION

3. The Stay Period (as defined in the ARIO) is hereby extended until July 31, 2023.

WAGE EARNER PROTECTION PROGRAM ACT

4. 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/2008-222 and are individuals to whom the WEPPA applies as of the date of this Order.

GENERAL

5. 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.

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

Justice of the Court of King's Bench of Alberta

SCHEDULE "B"

Clerk's Stamp:

COURT FILE NUMBER 2301-03179

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DYNAMIC TECHNOLOGIES GROUP INC., DYNAMIC ATTRACTIONS LTD., DYNAMIC ENTERTAINMENT GROUP LTD., DYNAMIC STRUCTURES LTD. and DYNAMIC ATTRACTIONS INC.

DOCUMENT **ORDER**

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

DATE ON WHICH ORDER WAS PRONOUNCED: MAY 26, 2023

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE B.B. JOHNSTON

UPON the application of Dynamic Technologies Group Inc., Dynamic Attractions Ltd., Dynamic Entertainment Group Ltd., Dynamic Structures Ltd. and Dynamic Attractions Inc. (collectively, the "**Applicants**"); **AND UPON** having read the Application, the Third Affidavit of Allan Francis (the "**Third Francis Affidavit**"), sworn on May 15, 2023, the Second Report of FTI Consulting Canada Inc. dated May __, 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; 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 Third Francis Affidavit.

APPROVAL OF TRANSACTION

3. The Universal Transaction is hereby approved and the execution of the documents (the “**Universal Transaction Documents**”) evidencing the Universal Transaction by the Applicants and the Monitor 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 Universal 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 equipment, assets and inventory, set out in Schedule “___” of the Universal Transaction Documents (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 the Applicants’ right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed

trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the Builders' Lien Act (Alberta); and
- (d) those Claims listed in **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**");

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

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" and discharge the Encumbrances listed in Schedule "C".
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 Universal Transaction Documents. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. 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 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 Monitor of the Universal Transaction Documents.
10. Except as expressly provided for in the Universal Transaction Documents, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Applicants.
11. Upon completion of the 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, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the

possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Applicants, or any person claiming by, through or against the Applicants.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants or the Monitor in respect of the Purchased Assets.
14. 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

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of 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.

16. 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 Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors.

and service on any other person is hereby dispensed with.

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

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	

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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 May 26, 2023, the Court approved the Universal Transaction Documents and sale of certain personal property of the Applicants (the "**Universal Transaction Documents**") between the Applicants and Universal (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 Universal Transaction Documents:

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Applicants have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Universal Transaction Documents; and
2. The Transaction has been completed to the satisfaction of the Monitor.
3. This Certificate was delivered by the Monitor at _____[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 "B"
Encumbrances

N/A

Schedule "C"

Permitted Encumbrances

N/A

SCHEDULE "C"

Clerk's stamp

COURT FILE NUMBER 2301-03179
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JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE B.B. JOHNSTON

UPON the application of Dynamic Technologies Group Inc., Dynamic Attractions Ltd., Dynamic Entertainment Group Ltd., Dynamic Structures Ltd. and Dynamic Attractions Inc. (collectively, the “**Applicants**”); **AND UPON** having read the Application, the Third Affidavit of Allan Francis (the “**Third Francis Affidavit**”), sworn on May 15, 2023, the Second Report of FTI Consulting Canada Inc. dated May __, 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; 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 Third Francis Affidavit.

APPROVAL OF TRANSACTION

3. The Infinity APA is hereby approved and the execution of the Infinity APA by the Applicants and the Monitor 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 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 equipment, assets and inventory, set out in Schedule “A” of the Infinity APA (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 the Applicants’ right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges,

interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the Builders' Lien Act (Alberta); and
- (d) those Claims listed in **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**");

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

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" and discharge the Encumbrances listed in Schedule "C".
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 Infinity APA. Presentment of this Order and the Monitor's

Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. 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 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 Monitor of the Infinity APA.
10. Except as expressly provided for in the Infinity APA, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Applicants.
11. Upon completion of the 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, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates,

instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Applicants, or any person claiming by, through or against the Applicants.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants or the Monitor in respect of the Purchased Assets.
14. 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

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of 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.

16. 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 Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors.

and service on any other person is hereby dispensed with.

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

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 May 26, 2023, the Court approved the agreement of purchase and sale of certain personal property of the Applicants (the "**Infinity APA**") between the Applicants and Infinity Assets Solutions Inc. (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 Infinity APA:

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Applicants have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Infinity APA; and
2. The Transaction has been completed to the satisfaction of the Monitor.
3. This Certificate was delivered by the Monitor at _____[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 "B"
Encumbrances

N/A

Schedule "C"

Permitted Encumbrances

N/A