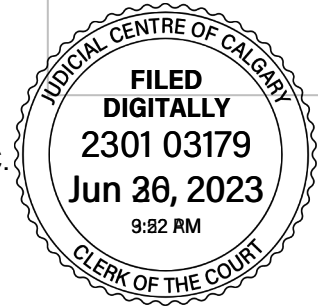


CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Jun 30, 2023

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

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 22, 2023 (the

“**PEL Transaction Agreement**”) among DTGI, DAL, DEGL, DSL and DAI (collectively, the “**Vendors**”), Promising Expert Limited (“**PEL**”), 2523613 Alberta Ltd. (“**Canadian HoldCo**”), 15102545 Canada Inc. (“**Canadian SubCo**”), PEL, Dynamic Acquisition (US) Corp. (“**US SubCo**”; together with Canadian Subco, the “**Purchaser**”) and 2524604 Alberta Ltd. (“**ResidualCo**”); **AND UPON** having read the Application, the Fourth Affidavit of Allan Francis, sworn on June 13, 2023 (the “**Fourth Francis Affidavit**”), the supplemental affidavit to the Fourth Francis Affidavit, sworn June 23, 2023 (the “**Fourth Supplemental Affidavit**”), the Third Report of the Monitor, FTI Consulting Canada Inc. (the “**Monitor**”) dated June 15, 2023 (the “**Third Report**”), the confidential supplement to the Third Report dated June 15, 2023 (the “**Confidential Supplement**”), the fourth report of the Monitor dated June 22, 2023 (the “**Fourth Report**”), 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; **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.



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**
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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: