

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 **AFFIDAVIT**

ADDRESS FOR SERVICE **MLT AIKINS LLP**
AND CONTACT Barristers and Solicitors
INFORMATION OF 2100, 222 – 3rd Avenue S.W.
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SUPPLEMENT TO THE FOURTH AFFIDAVIT OF ALLAN FRANCIS
Sworn June 23, 2023

I, Allan Francis, of the City of Winnipeg, in the Province Manitoba, SWEAR AND SAY THAT:

1. I am the Corporate Secretary and Vice-President Corporate Affairs and Administration of Dynamic Technologies Group Inc. ("**DTG**") and as such I have personal knowledge of the matters deposed to in this Affidavit, except where stated to be based on information and belief, in which case I verily believe same to be true.

2. I am also the Corporate Secretary of Dynamic Attractions Ltd. ("**DAL**"), the Corporate Secretary and Treasurer of Dynamic Entertainment Group Ltd. ("**DEGL**"), the Corporate Secretary of Dynamic Attractions Inc. ("**DAI**"), the Corporate Secretary of Dynamic Structures Ltd. ("**DSL**"; together with DTG, DAL, DAI and DEGL, the "**Dynamic Group**" or the "**Applicants**").



3. This Affidavit is supplemental to my Affidavit sworn on June 13, 2023 (the "Fourth Affidavit") and all capitalized terms not otherwise defined herein shall have the meaning given to them in the Fourth Affidavit.

PEL Transaction Agreement

4. The PEL Transaction Agreement has been finalized and executed. Attached hereto and marked as **Exhibit "A"** is an executed, redacted copy of the PEL Transaction Agreement.

5. The Transaction Joinder Agreement with respect to ResidualCo has been finalized and executed. Attached hereto and marked as **Exhibit "B"** is an executed copy of the Transaction Joinder Agreement.

6. The Applicants believe that the PEL Transaction Agreement and Transaction Joinder Agreement should be approved and are in the best interests of the Applicants and their stakeholders.

7. I swear this Supplemental Affidavit in support of an Application for an Order approving the PEL Transaction Agreement, among other forms of requested relief.

SWORN BEFORE ME at Calgary, Alberta,)
this 23rd day of June, 2023.)
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)
_____)
Commissioner of Oaths in and for the Province)
of Alberta)



ALLAN FRANCIS

This affidavit was sworn using video technology as Allan Francis was not physically present before the Commissioner, but was linked with the Commissioner utilizing video technology.



**THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF ALLAN FRANCIS
SWORN BEFORE ME AT CALGARY, ALBERTA
This 23th day of June, 2023**

A Notary Public in and for the Province of Alberta

TRANSACTION AGREEMENT

THIS TRANSACTION AGREEMENT made as of the 22nd day of June, 2023 (the “**Effective Date**”).

BETWEEN:

DYNAMIC TECHNOLOGIES GROUP INC., a company incorporated under the laws of the Province of Alberta having a registered office address at c/o MLT Aikins LLP, 2100, 222 – 3rd Avenue SW, Calgary, AB T2P 0B4.

(“**DTGI**”)

AND:

DYNAMIC ENTERTAINMENT GROUP LTD., a company incorporated under the laws of Canada having a registered office address at 717 Jarvis Avenue, Winnipeg, MB R2W 3B1.

(“**DEGL**”)

AND:

DYNAMIC ATTRACTIONS LTD., a company incorporated under the laws of Canada having a registered office address at 717 Jarvis Avenue, Winnipeg, MB R2W 3B1.

(“**DAL**”)

AND:

DYNAMIC STRUCTURES LTD., a company incorporated under the laws of Canada having a registered office address at 717 Jarvis Avenue, Winnipeg, MB R2W 3B1.

(“**DSL**”)

AND:

DYNAMIC ATTRACTIONS INC., a company incorporated under the laws of the State of Delaware having a registered office address at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801, United States.

(“**DAI**”, and collectively with DTGI, DEGL, DAL and DSL, the “**Vendors**”)

AND:

PROMISING EXPERT LIMITED, a company incorporated under the laws of Hong Kong, having a registered office address at 11/F., Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong

(the “**Purchaser**”)

AND:

2523613 ALBERTA LTD., a company incorporated under the laws of the Province of Alberta, having a registered office address at c/o Dentons Canada LLP, 15th Floor, Bankers Court, 850 – 2nd Street SW, Calgary, AB T2P 0R8

(“**Canadian Holdco**”)

AND:

15102545 CANADA INC., a company incorporated under the laws of Canada, having a registered office address at c/o Dentons Canada LLP, 15th Floor, Bankers Court, 850 – 2nd Street SW, Calgary, AB T2P 0R8

(“**Canadian Subco**”)

AND:

PEL DYNAMIC ACQUISITION (US) CORP., a company incorporated under the laws of the State of Delaware, having a registered office address at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

(“**US Subco**”)

WHEREAS:

- A. Pursuant to an order (the “**Initial Order**”) of the Court of King’s Bench of Alberta (the “**Court**”) dated March 9, 2023 (the “**Filing Date**”), and as amended by the amended and restated Initial Order (the “**ARIO**”) dated March 16, 2023 in action number 2301-03179 (the “**CCAA Proceedings**”), the Vendors obtained protection from their creditors under the *Companies’ Creditors Arrangement Act* (Canada), as amended (the “**CCAA**”) and FTI Consulting Canada Inc., was appointed as monitor in the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the “**Monitor**”).
- B. On March 16, 2023, the Court granted an order that, among other things, authorized the Monitor to conduct, with the assistance of the Vendors, a sale and investment solicitation process in accordance with the Sale and Investment Solicitation Process Procedures (the “**SISP Procedures**”).
- C. On May 26, 2023, the Vendors obtained an extension of the stay period in the ARIO to July 28, 2023.

- D. On April 27, 2023, the Purchaser executed an indication of interest in accordance with the SISP Procedures.
- E. On May 9, 2023, the Monitor informed the Purchaser that it had been selected as the High Value LOI (as defined in the SISP Procedures).
- F. The Vendors have commenced ancillary insolvency proceedings under Chapter 15 of Title 11 of the United States Code (the “**US Proceedings**”) in the US Bankruptcy Court.
- G. DAI wishes to sell, transfer and assign to US Subco, and US Subco wishes to acquire and assume, all of the US Assets, subject to the granting by the Court of the Reverse Vesting Order and the US Recognition of Vesting Order, and upon the other terms and conditions set forth herein.
- H. The applicable Vendors wish to sell, transfer and assign to Canadian Subco, and Canadian Subco wishes to acquire, all of the Purchased Shares, subject to the granting by the Court of the Reverse Vesting Order, and upon the other terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE I – INTERPRETATION

The following terms have the meanings specified or referred to in this ARTICLE I:

“**Affiliate**” has the meaning set out in the *Business Corporations Act* (Alberta).

“**Applicable Law**” means, in respect of any Person, property, transaction or event, any domestic or foreign constitution, statute, law, principle of common law or equity, ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order (including any securities law or requirements of stock exchanges and any consent, decree or administrative order), in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“**Assigned Contracts**” means, collectively, all Contracts of DAI that are set out as Assigned Contracts in Schedule G (Assigned Contracts) or are designated as Assigned Contracts by the Purchaser prior to Closing, in accordance with Section 6.07.

“**Authorization**” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

“**Authorized Parties**” has the meaning given to it in Section 9.15.

“**Books and Records**” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, tax and accounting books and records, used or intended for use by, and in the possession of, the Vendors or the Companies, in connection with the Retained Assets and/or the US Assets, the Retained Liabilities, the ownership of the Purchased Shares, and the operation of the Business, including drawings, engineering information, laboratory analysis data, production records, technical reports and environmental studies and reports including, if applicable, the care and maintenance plan, manuals and data, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers or contractors, personnel, employment or investor information and other

records, and all records, data and information stored electronically, digitally or on computer-related media, in each case, relating to the Business.

“Business” means, collectively, the business carried on by the Companies, including but not limited to, research, development, design and supply of media-based ride systems, development and ownership/co-ownership and operation of location based theatre attractions, provision of parts and service for ride systems, and third party specialty engineering services.

“Business Day” means any day except Saturday, Sunday, any statutory holiday in the Province of Alberta or the State of Delaware, or any other day on which commercial banks located in the Province of Alberta are required by law to be closed for business.

“Cash Payment” has the meaning given to it in Section 2.03(c).

“CCA Proceedings” has the meaning given to it in the recitals.

“Cease Trade Order” means the Cease Trade Order issued by the Alberta Securities Commission and evidences the decision of the regulator or securities regulatory authority in Ontario (Ontario Securities Commission) with respect to DTGI, indexed as 2023 ABASC 59, *inter alia*, prohibiting persons from trading or purchasing securities of DTGI in any jurisdiction in which Multilateral Instrument 11-103 *Failure to File Cease Trade Orders in Multiple Jurisdictions* applies.

“Claims” means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, arbitrations, information or other similar processes, assessments or reassessments, judgments, debts, indebtedness, liabilities, obligations, guarantees, warranties, expenses, costs, damages or losses, contingent or otherwise (whether contractual, statutory, or otherwise), of any kind or nature 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 arising by subrogation, set-off, right of indemnification or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“Closing” means the closing and consummation of the Transaction and steps contemplated in this Agreement on the Closing Date.

“Closing Date” means a date no later than five Business Days after the conditions set forth in ARTICLE V have been satisfied or waived, other than the conditions set forth in ARTICLE V that by their terms are to be satisfied or waived at the Closing, or such other date as the Parties may agree to in writing, with the consent of the Monitor.

“Closing Documents” means the documents referred to in Section 7.01 and Section 7.02, as applicable.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, documents, instruments, and legally binding arrangements, whether written or oral.

“Companies” means DTGI, DEGL, DAL, DSL and DAI outside of their capacity as Vendors.

“Court” has the meaning given to it in the recitals.

“Cure Cost Amount” means an amount sufficient to pay all Cure Costs.

“Cure Costs” means the amounts, if any, that are required to cure any monetary defaults of DAI under any Assigned Contracts.

“DAI” has the meaning given to it in the recitals.

“DAL” has the meaning given to it in the recitals.

“DEGL” has the meaning given to it in the recitals.

“DIP Loan Agreement” means the debtor in possession financing term sheet dated March 8, 2023 between, *inter alios*, DTGI, as borrower, and the Purchaser, as lender, as amended, restated, modified, or supplemented from time to time.

“DIP Loan Amount” shall be an amount equal to the aggregate amount of funds provided by the Purchaser to DTGI pursuant to the DIP Loan Agreement prior to Closing.

“DSL” has the meaning given to it in the recitals.

“DTGI” has the meaning given to it in the recitals.

“DTGI Share” has the meaning given to it in Schedule J (Reorganization Steps).

“Employees” means all individuals who are employed by the Vendors and engaged in the Business, whether on a full-time or part-time basis, whether unionized or non-unionized, including all individuals who are on an approved and unexpired leave of absence, all individuals who have been placed on temporary lay-off which has not expired, and **“Employee”** means any one of them.

“Employee Priority Claims” means any Claim for (a) accrued and unpaid wages and vacation pay owing to an Employee whose employment was terminated between the date of the Initial Order and the Closing Date, and (b) unpaid amounts provided for in section 6(5)(a) of the CCAA.

“Encumbrance” means any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge, debenture, trust deed, deemed trust, assignment by way of security, hypothec, security interest or similar interest or instrument charging, or creating a security interest in, against, or affecting, the Companies, the Purchased Shares, the US Assets, the Retained Contracts, the Retained Assets or any part thereof or interest therein, and any agreement, lease, license, option or claim, easement, servitude, restrictive covenant on real or immovable property, right of way, restriction, execution, contingent rights (including options and rights of first refusal), adverse claims or other encumbrance (including any notice or other registration in respect of any of the foregoing) or ownership rights of any kind or character, or agreements to create same, affecting title to or the ownership of the Companies, the Purchased Shares, the US Assets, the Retained Contracts, the Retained Assets or any part thereof or interest therein.

“ETA” has the meaning given to it in Section 8.01.

“Excluded Assets” means those assets owned by the Vendors which are expressly identified and set out in Schedule A (Excluded Assets) (as same may be modified by the Purchaser prior to the Closing Date), being those assets that are designated by the Purchaser to be transferred to ResidualCo under and pursuant to the Reverse Vesting Order, in accordance with Section 6.06.

“Excluded Contracts” means all Contracts which are not Assigned Contracts, as designated by the Purchaser prior to Closing, in accordance with Section 2.02 or Retained Contracts, as designated by the

Purchaser prior to Closing, in accordance with Section 6.07, including for greater certainty, but not limited to, the following:

- (a) Robo-Arm Attraction Consultancy Agreement made effective as of May 31, 2016 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 24, 2017;
- (b) Robo-Arm Attraction Supply Agreement made effective as of May 31, 2016 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 24, 2017;
- (c) Flying Theatre Attraction Consultancy Agreement made effective as of October 30, 2014 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 11, 2017; and
- (d) Flying Theatre Attraction Supply Agreement made effective as of October 30, 2014 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 11, 2017.

“Excluded Liabilities” means all Encumbrances, Claims, Liabilities, obligations, undertakings, leases, agreements, debts, rights and entitlements of any kind or nature 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 in equity and whether arising by subrogation, set-off, right of indemnification or otherwise) of or against any Vendor which are not designated by the Purchaser as Retained Liabilities prior to Closing, in accordance with Section 6.08. For greater certainty, without limiting the generality of the foregoing, the Excluded Liabilities include, but are not limited to, all:

- (a) Liabilities arising from or in connection with the conduct of the Business and the operation of the Retained Assets and/or US Assets prior to the Closing Date (other than those specifically included in the Retained Liabilities);
- (b) Liabilities of the Vendors arising from, in connection with or otherwise accruing before or after the Closing Date relating to or under the Excluded Contracts and Excluded Assets;
- (c) Liabilities of the Vendors for Taxes arising prior to the Filing Date;
- (d) Liabilities of the Vendors arising from the ETA, including any liability for GST;
- (e) Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which any Vendor may be bound as of the Closing Date;
- (f) Liabilities for or to Employees whose employment with the Vendors is terminated on or before Closing;
- (g) all Liabilities relating to or in connection with Priority Payables;

- (h) all Liabilities relating to or in connection with indebtedness owed by the Vendors to Export Development Canada;
- (i) all Liabilities relating to or in connection with the indebtedness owed by the Vendors to Skyrise Miami, LLC, including for greater certainty, but not limited to, any indebtedness of DAL in Case No. 2021-023732 CA 06 in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida;
- (j) all remaining amounts outstanding under the PEL Loan Agreement and/or the DIP Loan Agreement that are not satisfied through the payment of the Purchase Price; and
- (k) all other Liabilities, of any nature and kind, other than the Retained Liabilities.

"Filing Date" has the meaning given to it in the recitals.

"Final Order" means an Order which:

- (a) has been issued and entered;
- (b) has not been stayed;
- (c) has not been overturned on appeal; and
- (d) for which the applicable appeal period has expired.

"GST" has the meaning given to it in Section 8.01.

"Governmental Authority" means:

- (a) any foreign or domestic national, federal, provincial, state, territorial, municipal or local government or public body, or any department, ministry, regulatory body, court, commission, central bank, tribunal, board, bureau, or agency or any other instrumentality having legislative, judicial (including courts and arbitrators), regulatory, prosecutorial, administrative or taxing authority or powers, or having functions of, or pertaining to, government;
- (b) any subdivision, agent, commission, board, or authority of such entities, including any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association, in each case, having requisite jurisdiction or authority in the relevant circumstances; and
- (c) any public, quasi-governmental or private body exercising a regulatory, expropriation, securities or taxing authority under or for the account of such entities.

"High Express Debt" means the principal amount of USD\$3,995,822, plus accrued interest thereon, that is owed to High Express Holdings Limited, as lender, by DEGL, as borrower, pursuant to the High Express Loan Agreement.

"High Express Loan Agreement" means the secured promissory note dated January 31, 2022 between DEGL, as borrower, and High Express Holdings Limited, as lender, as amended, restated, modified, or supplemented from time to time.

"Infinity APA" has the meaning given to it in Schedule C (Retained Assets).

"Infinity ASA" has the meaning given to it in Schedule C (Retained Assets).

"Initial Recognition Order" means the Order of the US Bankruptcy Court in the US Proceedings recognizing, on a final basis, the CCAA Proceedings as "foreign main proceedings" pursuant to section 1502(4) of the US Bankruptcy Code, which shall be acceptable, in form and substance, to the Vendors and the Purchaser, acting reasonably.

"Intellectual Property" means all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world:

- (a) issued patents and patent applications;
- (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing;
- (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing;
- (d) internet domain names and social media account or user names, and all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto;
- (e) industrial designs, registrations, applications for registration, and renewals thereof;
- (f) trade secrets, recipes, formulas, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein;
- (g) rights of publicity; and
- (h) all other intellectual or industrial property and proprietary rights.

"Interim Period" means the period from the date that this Agreement is entered into by the Parties to the Closing Date.

"Inventory" means, collectively, all personal property owned by the Vendors that:

- (a) is for sale or lease, including any such property that has been leased by any Vendor as lessor;
- (b) is to be furnished by any Vendor or which has been furnished by any Vendor under a contract of service;
- (c) constitutes raw materials or work in progress; and
- (d) is used or consumed in the Business.

"Liabilities" means any and all past, present, and future debts, claims, suits, actions, liabilities, guarantees, warranties, duties, responsibilities, obligations, commitments, assessments, costs, expenses, losses, disbursements, damages, judgments, expenditures, charges, fees, penalties, fines, contributions or premiums, of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute

or contingent, direct or indirect, or due or to become due and regardless of when sustained, incurred, or asserted or when any corresponding relevant events occurred or circumstances existed.

“Monitor” has the meaning given to it in the recitals.

“Monitor’s Solicitors” means Burnet, Duckworth & Palmer LLP.

“Monitor’s US Solicitors” means Munsch Hardt Kopf & Harr, P.C.

“Order” means an order of the Court.

“Outside Date” means July 28, 2023.

“Party” means a party to this Agreement and reference to a Party includes its successors and permitted assigns, and **“Parties”** means more than one of them.

“PEL Loan Agreement” means the amended and restated credit facility dated August 5, 2022 between, *inter alios*, DTGI, as borrower, and the Purchaser, as lender, as amended, restated, modified, or supplemented from time to time.

“Permits and Licenses” means the permits, certifications, licenses, Authorizations, approvals or other evidence of authority related to the Business, including the permits, certifications, licenses, Authorizations, approvals or other evidence of authority related to the Business and issued to, granted to, conferred upon, or otherwise created for, the Vendors.

“Permitted Encumbrances” means the Encumbrances set out in Schedule B (Permitted Encumbrances).

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company, or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator, or other legal or personal representative, Governmental Authority, or other natural or legal entity however designated or constituted.

“Personal Property” means all of the personal property owned by any Vendor, as applicable, including all chattel paper, documents of title, instruments, money, investment property, intangibles, goods, crops, Contracts, Permits and Licenses, Receivables, Intellectual Property, fixtures, leasehold improvements, equipment, Inventory, claims, chose in actions, furniture (whether moveable or built-in), and computer hardware, wherever located.

“Priority Charges” means all priority charges granted under the Initial Order and the ARIO including the Administration Charge and the Director’s Charge (as those terms are defined in the Initial Order or ARIO, as applicable).

“Priority Payables” means all amounts secured by Encumbrances which have priority over the Encumbrances in favour of the Purchaser, including, without limitation, the Employee Priority Claims, the Priority Charges (which, for greater certainty, includes any amounts owed to the Vendors’ Solicitors, the Vendors’ US Solicitors, the Monitor’s Solicitors and the Monitor’s US Solicitors) and any deemed trust arising from the *Income Tax Act* (Canada), which shall be transferred to ResidualCo in accordance with the Reverse Vesting Order and Section 7.04.

“Priority Payables Accounting” has the meaning given to it in Section 7.06.

“Priority Payable Cash Amount” means an amount sufficient to repay all Priority Payables.

“Purchase Price” has the meaning given to it in Section 2.03.

“Purchased Assets” means, collectively, the Purchased Shares and the US Assets.

“Purchased Shares” means, collectively, all of the issued and outstanding shares in the capital of DEGL, DAL and DSL that are held by DTGI, and the DTGI Share subscribed for by Canadian Subco in accordance with the Reorganization Steps.

“Purchaser” has the meaning given to it on the second page of this Agreement.

“Purchaser’s Solicitors” means Dentons Canada LLP.

“Receivables” means the all right, title, and interest in all accounts receivable, bills receivable, trade accounts and book debts, recorded as a receivable in the Books and Records and other amounts due or deemed to be due to the Vendors, or any of them, including, refunds and rebates receivable relating to the Business, the Retained Assets or the US Assets, including, without limitation (a) those amounts recoverable under insurance policies, and (b) those amounts to be received by DAL pursuant to the transactions contemplated in the Infinity APA, the Infinity ASA and the Universal ESA, and subject to any applicable right to set-off and any refunds of taxes paid by any Vendor or their Affiliates.

“Recognition Order” means the Order of the US Bankruptcy Court in the US Proceedings recognizing and giving effect to the Initial Order and ARIO, in form and substance, acceptable to the Purchaser.

“Reorganization Steps” has the meaning given to it in Schedule J (Reorganization Steps).

“Remaining CCAA Estate” has the meaning given to it in Section 7.06.

“ResidualCo” means a new corporation to be incorporated pursuant to the laws of the Province of Alberta, by DTGI, prior to Closing, as contemplated by Section 6.01, for the purposes of accepting the transfer of all Excluded Assets, Excluded Contracts and assumption of all Excluded Liabilities, and to be added as an applicant in the CCAA Proceedings.

“Retained Assets” means, collectively, all assets and Personal Property of the Vendors that are not designated as Excluded Assets by the Purchaser, prior to Closing, in accordance with Section 6.06, including, which for clarity includes (subject to Section 4.02) all of the right, title and interest of the Vendors in and to those assets and Personal Property set out in Schedule C (Retained Assets) (as same may be modified by the Purchaser prior to the Closing Date).

“Retained Contracts” means, collectively, all Contracts of the Vendors that are set out as Retained Contracts in Schedule D (Retained Contracts) or are designated as Retained Contracts by the Purchaser prior to Closing, in accordance with Section 6.07.

“Retained Liabilities” means:

- (a) the Liabilities under the Retained Contracts;
- (b) the Liabilities under the Assigned Contracts;
- (c) the High Express Debt; and
- (d) those Liabilities set out in Schedule E (Retained Liabilities), and any additional Liabilities which may be designated by the Purchaser to be Retained Liabilities on or prior to Closing, in accordance with Section 6.08.

“Representative” means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, attorney, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party’s Affiliates.

“Reverse Vesting Order” has the meaning given to it in Section 5.03(d).

“SAVO” means the sale approval and vesting order transferring title to and vesting in the Purchaser all of the right, title and interest of DAI in and to the US Assets, substantially in the form attached hereto as Schedule H (Form of Reverse Vesting Order and SAVO).

“Taxes” means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada and other government pension plan premiums or contributions.

“Taxing Authority” means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, the United States Internal Revenue Service, any similar revenue or taxing authority of the United States of America (“U.S.”) and each and every state and locality of the U.S., and any Canadian, U.S. or other Governmental Authority exercising taxing authority or power, and **“Taxing Authority”** means any one of the Taxing Authorities.

“Transaction” means, collectively, all transactions and steps contemplated by this Agreement, the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order.

“Universal ESA” has the meaning given to it in Schedule C (Retained Assets).

“US Assets” means, collectively, all assets, the Assigned Contracts, and Personal Property of DAI, which for clarity includes (subject to Section 4.02) all of the right, title and interest of DAI in and to those assets and Personal Property set out in Schedule F (US Assets) (as same may be modified by the Purchaser prior to the Closing Date).

“US Bankruptcy Code” means Title 11 of the United States Code, 11 USC §§ 101 et seq, as amended.

“US Bankruptcy Court” means the United States Bankruptcy Court for the State of Texas, overseeing the US Proceedings.

“US Proceedings” has the meaning given to it in the recitals.

“US Recognition of Vesting Order” means an order of the US Bankruptcy Court entered in the US Proceedings in form and substance acceptable to the Purchaser, which shall, among other things, recognize and give effect to the Reverse Vesting Order, the SAVO and otherwise approves this Agreement and the Transaction contemplated hereby.

“Vendors” has the meaning given to it on the first page of this Agreement.

“**Vendors’ Solicitors**” means MLT Aikins LLP.

“**Vendors’ US Solicitors**” means Akerman LLP.

“**Wind-Down Cost Amount**” means the amount, up to a maximum of two-hundred and twenty thousand Dollars (\$220,000.00), to be utilized to satisfy the Wind-Down Costs in accordance with Section 7.06.

“**Wind-Down Costs**” has the meaning given to it in Section 7.06.

ARTICLE II – PURCHASE AND SALE

Section 2.01 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement:

- (a) DTGI agrees to sell and Canadian Subco agrees to purchase or subscribe for the Purchased Shares, as applicable, on the Closing Date, free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities; and
- (b) DAI agrees to sell and US Subco agrees to purchase all of DAI’s rights, title and interest in and to the US Assets on the Closing Date, free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities.

Section 2.02 Assignment of Assigned Contracts.

- (a) On the Closing Date, subject to the terms and conditions of this Agreement and the Reverse Vesting Order and US Recognition of Vesting Order, DAI’s rights, benefit, and interest in, to and under the Assigned Contracts shall be conveyed to US Subco, and US Subco shall assume DAI’s obligations under the Assigned Contracts.
- (b) The Vendors shall take such other actions as are commercially reasonable to cause the Assigned Contracts to be assigned by DAI to, and assumed by, US Subco as at the Closing Date. At or prior to the Closing Date, the Vendors will comply with Applicable Laws and with the terms of the Assigned Contracts in their efforts under this Section 2.02(b) to assign the Assigned Contracts to US Subco. US Subco will use its commercially reasonable efforts to assist the Vendors in obtaining any such consents, approvals and waivers required under Applicable Laws or the terms of the Assigned Contracts. For greater certainty, and notwithstanding anything else herein contained, US Subco shall be entitled to communicate with the counterparty to any Contract to which a Vendor is a party in connection with the transactions contemplated by this Agreement, in consultation with the applicable Vendor, and the applicable Vendor shall use commercially reasonable efforts to facilitate such communications by US Subco. For Assigned Contracts requiring the consent of a third party to be validly assigned and for which such consent has not been obtained prior to Closing, their conveyance unto US Subco shall be made pursuant to the Reverse Vesting Order, US Recognition of Vesting Order and any other necessary orders of the Court. The Parties will use commercially reasonable efforts in order for the Reverse Vesting Order and any other necessary orders to contain sufficient provisions for the assignment of DAI’s rights, benefits and interest in the Assigned Contracts to US Subco.
- (c) In accordance with the Reorganization Steps, DAI shall, for each Assigned Contract, pay to the counterparty to such Assigned Contract the amount, if any, of the Cure Costs related to such Assigned Contract(s) (and/or other amounts expressly provided by the Reverse Vesting Order or the SAVO, as the case may be), at or prior to Closing.

- (d) US Subco will not assume and will not be liable for any and all obligations, commitments and liabilities of and claims against the Vendors or for any and all obligations, commitments or liabilities of the Business and/or the Vendors related to the Assigned Contracts, other than the Retained Liabilities.

Section 2.03 Payment of Purchase Price. The Purchaser shall pay the purchase price as follows:

- (a) by setting off and cancelling the principal amount of USD\$ _____, being a portion of the debt owed by DTGI to the Purchaser under the PEL Loan Agreement;
- (b) by setting off and cancelling the principal amount of \$ _____, being a portion of the debt owed by DTGI to the Purchaser under the DIP Loan Agreement, including any accrued and unpaid interest on the entire DIP Loan Amount and any costs incurred by the PEL as interim lender;
- (c) by the payment, by certified cheque, bank draft, or wire transfer, of the Priority Payables Cash Amount and the Cure Cost Amount on the Closing Date (the payment of the Priority Payables Cash Amount and the Cure Cost Amount, together with the payment of the Wind-Down Cost Amount, are collectively referred to as, the “**Cash Payment**”) to the Monitor; and
- (d) by assumption of the Retained Liabilities,

(collectively, and as adjusted pursuant to Section 7.06, the “**Purchase Price**”).

Section 2.04 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as set forth in Schedule I (Purchase Price Allocation). The Vendors, the Monitor, Canadian Subco and US Subco, as applicable, agree to make all filings and returns under the *Income Tax Act* (Canada) and other applicable taxation statutes in accordance with such allocation. If the Parties do not agree on an allocation, each shall nonetheless file its tax returns with the relevant revenue authorities based on their own respective reasonable allocations.

ARTICLE III – POSSESSION

Section 3.01 Possession Date. On completion of the Transaction contemplated by this Agreement, Canadian Subco will have possession of the Purchased Shares, all of the Retained Contracts, and all of the Retained Assets, and US Subco will have possession of all of the US Assets and all of the Assigned Contracts, as of the Closing Date, free and clear of all Claims, Liabilities and Encumbrances except for the Permitted Encumbrances and the Retained Liabilities. For certainty, all of the foregoing shall be delivered on an “as is, where is” basis.

Section 3.02 Non-Assignable Assets. If any of the Purchased Shares, the US Assets or the Assigned Contracts are not transferable without the consent of a third party, the Vendors shall use commercially reasonable efforts to obtain such consent prior to the Closing Date, at the Purchaser’s sole cost and expense. For certainty, obtaining such consents shall not be a condition to closing. If such third party consent is not obtained within sixty (60) days of the Closing Date, then the Purchased Share, US Asset or Assigned Contract to which such consent relates shall be deemed to be an Excluded Asset or Excluded Contract, as applicable.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

Section 4.01 Purchaser’s Representations and Warranties. The Purchaser represents and warrants to the Vendors, as representations and warranties made as of the date hereof and as of the

Closing Date, with the intent that the Vendors will rely on such representations and warranties in entering into this Agreement:

- (a) each of the Purchaser, Canadian Holdco, Canadian Subco and US Subco is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to complete the Transaction contemplated hereunder;
- (b) each of the Purchaser, Canadian Holdco, Canadian Subco and US Subco has the corporate power and authority to enter into this Agreement and to perform each of their obligations under this Agreement;
- (c) Canadian Holdco is a wholly-owned subsidiary of the Purchaser;
- (d) Canadian Subco is a wholly-owned subsidiary of Canadian Holdco;
- (e) US Subco is a wholly-owned subsidiary of Canadian Holdco;
- (f) other than the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, execution, delivery and performance of this Agreement by the Purchaser, Canadian Holdco, Canadian Subco and US Subco do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority; and
- (g) none of the Purchaser, Canadian Holdco, Canadian Subco or US Subco is subject to any order of any Governmental Authority, nor are there any such orders threatened to be imposed by any Governmental Authority, which could affect the legality, validity or enforceability of this Agreement or the consummation of the Transaction contemplated hereby by the Purchaser, Canadian Holdco, Canadian Subco or US Subco.

Section 4.02 “As Is, Where Is” Purchase. The Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement and completing the Transaction contemplated herein, the Purchaser has relied and will continue to rely solely upon its own due diligence with respect to the Vendors, the Purchased Shares, the Retained Contracts, the Retained Assets, the US Assets and the Assigned Contracts;
- (b) the Purchased Shares, the Retained Contracts, the Retained Assets, the US Assets and the Assigned Contracts are being acquired or assumed on an “as is, where is” basis as of the Closing Date and without any representation or warranty, whether expressed or implied by this Agreement or at law, by the Vendors of any nature or kind whatsoever;
- (c) the Vendors make no representations or warranties concerning any statements made or information delivered or made available to the Purchaser (whether by the Vendors, Vendors’ Solicitors, the Monitor’s Solicitors or any other agents, representatives or advisors of the Vendors or any of their respective Affiliates, or any other Person) with respect to the Transaction, whether included as part of any due diligence matters or any other information disclosed to the Purchaser or otherwise; and
- (d) except as otherwise expressly provided for in this Agreement or in the Closing Documents, the Vendors shall have no obligations or responsibility to the Purchaser after the Closing Date with respect to any matter relating to the Purchased Shares, the Retained Contracts, the Retained Assets, the US Assets, or the Assigned Contracts, or the condition thereof. For greater certainty, nothing in this Section 4.02 shall relieve the Vendors of any

obligations, responsibilities, or covenants provided for in this Agreement expressly stated to survive Closing.

Section 4.03 Vendors' Representations and Warranties. The Vendors hereby represent and warrant to the Purchaser, as representations and warranties made as of the date hereof and as of the Closing Date, unless otherwise specified, with the intent that the Purchaser will rely on such representations and warranties in entering into this Agreement, that:

- (a) each Vendor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and, subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, has the requisite power and authority to enter into this Agreement and to complete the Transaction contemplated hereunder;
- (b) subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, each Vendor has taken all necessary corporate action to authorize the entering into and performance by them of this Agreement and completion of the Transaction will not breach any Applicable Laws with respect to the Vendors;
- (c) subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, this Agreement and all other documents contemplated hereunder to which any of the Vendors are or will be a party, have been, in the case of this Agreement, as at the Effective Date, or will be, in the case of all other documents, as at the Closing Date, duly and validly executed and delivered by such Vendors and constitute, in the case of this Agreement, upon obtaining the Reverse Vesting Order, the Recognition Order and the US Recognition of Vesting Order, or will, in the case of all other documents, as at the Closing Date, constitute legal, valid and binding obligations of the Vendors enforceable in accordance with the terms hereof or thereof;
- (d) subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, the Assigned Contracts are in full force and effect and in good standing with no amendments and there are no outstanding defaults or violations under any of those Assigned Contracts; and
- (e) the Vendors, other than DAI, are not non-residents of Canada for the purposes of the *Income Tax Act* (Canada).

Section 4.04 Survival. The provisions, representations and warranties contained in this ARTICLE IV shall merge on the earlier of the Closing Date or termination of this Agreement.

ARTICLE V – CONDITIONS PRECEDENT

Section 5.01 Vendors' Conditions. The Vendors' obligation to complete the Transaction contemplated by this Agreement is subject to the following conditions being fulfilled or performed:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Purchaser shall have performed in all material respects its obligations under this Agreement to the extent required to be performed at or prior to the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendors. If the conditions set out in this Section 5.01 have not been satisfied on or before the Closing Date, the Vendors may, with the written consent of

the Monitor, waive such conditions by written notice to the Purchaser, in whole or in part, without prejudice to any of its other rights under this Agreement and complete the Transaction or elect not to complete.

Section 5.02 Purchaser's Conditions. The Purchaser's obligation to complete the Transaction contemplated by this Agreement is subject to the following conditions being fulfilled or performed:

- (a) all representations and warranties of the Vendors contained in this Agreement shall be true in all material respects as of the Closing Date with the same effect as though made on and as of that date;
- (b) all necessary regulatory and material third-party approvals required to consummate the Transaction contemplated by this Agreement shall have been obtained by the Purchaser;
- (c) the Vendors or their Affiliates shall have terminated the employment of all Employees, and all Liabilities owing to any such terminated Employees in respect of such termination, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be and shall constitute Excluded Liabilities which, pursuant to the Reverse Vesting Order, shall be discharged as against the Vendors and transferred to ResidualCo; and
- (d) the Vendors shall have performed in all material respects each of their obligations under this Agreement to the extent required to be performed at or prior to the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. If the conditions set out in this Section 5.02 have not been satisfied on or before the Closing Date, the Purchaser may waive such conditions by written notice to the Vendors, in whole or in part, without prejudice to any of its other rights under this Agreement and complete the Transaction or elect not to complete.

Section 5.03 Mutual Conditions. The obligation of each of the Parties to complete the Transaction contemplated by this Agreement is subject to the following mutual conditions being fulfilled or performed:

- (a) the Monitor shall have provided its approval and endorsement of this Agreement, in writing;
- (b) no Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority, or otherwise in effect, that restrains or prohibits the completion of the Transaction;
- (c) no motion, action, or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction;
- (d) on or by June 23, 2023 or such later date as agreed by the Parties, the Vendors shall have sought and obtained an Order (the "**Reverse Vesting Order**") and the SAVO, both in a form and substance acceptable to the Purchaser and substantially in the form attached as Schedule H (Form of Reverse Vesting Order and SAVO) hereto, approving the Transaction contemplated by this Agreement, transferring and assigning all of the Excluded Assets, Excluded Contracts, and Excluded Liabilities, in and to ResidualCo, vesting or retaining clear title to the Purchased Shares and the US Assets, all Retained Assets, Assigned Contracts and Retained Contracts, in Canadian Subco, US Subco or the Companies (as applicable), free and clear of all Claims, Liabilities and Encumbrances except the Retained Liabilities and the Permitted Encumbrances, it being understood that the Reverse Vesting Order will be in form and substance generally applicable for transactions of a similar nature to the Transaction;

- (e) on or by July 7, 2023 or such later date as agreed by the Parties, the Vendors' Solicitors shall have completed all necessary steps to effect service of the Reverse Vesting Order on the service list maintained within the CCAA Proceedings, including, but not limited to, the Canada Revenue Agency, and any other Person(s) the Purchaser, acting reasonably, may designate in writing prior to such date;
- (f) the Reorganization Steps shall have been completed to the satisfaction of the Parties, acting reasonably;
- (g) customary releases acceptable to the Vendors and the Purchaser shall have been obtained in the Reverse Vesting Order for: (i) the current and former directors and officers of the Vendors, ResidualCo and the Vendors' Solicitors; (ii) the Monitor and the Monitor's Solicitors; (iii) the Purchaser and the Purchaser's Solicitors; and (iv) Canadian Holdco, Canadian Subco and US Subco;
- (h) as of the Closing Date, each of the US Recognition of Vesting Order, the Initial Recognition Order and the Recognition Order shall have been issued and entered by the US Bankruptcy Court and shall be Final Orders;
- (i) as of the Closing Date, the Reverse Vesting Order and SAVO shall each be a Final Order; and
- (j) the TSX Venture Exchange shall have approved the delisting of DTGI.

Section 5.04 Satisfaction of Conditions. The Parties agree that if the conditions in this ARTICLE V are not satisfied or waived on or before the Outside Date, then this Agreement will automatically terminate.

Section 5.05 CCAA Proceedings and Chapter 15 Proceedings. The Purchaser shall support the application for the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order. In the event any variation of the Reverse Vesting Order, the SAVO, the Recognition Order or the US Recognition of Vesting Order is sought or leave to appeal is sought, an appeal is taken, or a stay pending appeal is requested with respect to the Final Order, the Vendors or Monitor shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s).

ARTICLE VI – INTERIM PERIOD

Section 6.01 Pre-Closing Covenants. The Parties hereby mutually covenant and agree that the following steps shall be implemented on or before Closing:

- (a) DTGI shall incorporate ResidualCo;
- (b) DTGI shall, immediately upon the incorporation of ResidualCo, cause ResidualCo to become a Party to this Agreement by way of joinder, in a form satisfactory to the Purchaser in all respects, pursuant to which ResidualCo shall agree to become bound hereunder;
- (c) the Purchaser shall assign a portion of the debt owing to it pursuant to the PEL Loan Agreement and a portion of the debt owing to it pursuant to the DIP Loan Agreement to Canadian Holdco in exchange for a promissory note issued by Canadian Holdco in favour of the Purchaser with a principal amount of an equivalent amount of such transferred debt, and Canadian Holdco will subsequently assign portions of the debt owing to it pursuant to the PEL Loan Agreement and portions of the debt owing to it pursuant to the DIP Loan Agreement to Canadian Subco and US Subco, as applicable, in exchange for equity of

Canadian Subco and US Subco with a fair market value of an equivalent amount of such transferred debt;

- (d) the Purchaser shall transfer the Cash Payment to the Purchaser's Solicitors, in trust, no less than three (3) business days prior to Closing; and
- (e) the Purchaser's Solicitors shall transfer the Cash Payment to the Monitor's Solicitors on trust conditions at least one (1) business day prior to Closing, in accordance with Section 7.04,

Section 6.02 Pre-Incorporation Contract. The Parties hereby acknowledge and agree that this Agreement is a pre-incorporation contract and that the Vendors have entered into and hold this Agreement in trust, for and on behalf of ResidualCo. From and after the adoption of this Agreement by ResidualCo, it shall be bound as if it were an original signatory hereto. Upon Closing, the Vendors shall cease to be bound by such obligations.

Section 6.03 Interim Period Covenants. During the Interim Period, the Vendors shall use commercially reasonable efforts to:

- (a) not transport, remove or dispose of, and the Vendors shall not allow the transportation, removal or disposal of, any Retained Asset or US Asset out of their current locations or other offices except as contemplated by this Section 6.03;
- (b) subject to the terms of this Agreement, take steps to keep in good standing Permits and Licenses that are active as of the Effective Date;
- (c) comply with their respective obligations under all existing Retained Contracts and Assigned Contracts. The occurrence of a default or event of default that has not been waived or cured (other than a default or event of default arising out of the initiation of the CCAA Proceedings) under any of the Retained Contracts or Assigned Contracts shall constitute a breach of covenant under this Agreement;
- (d) provide the Purchaser with a complete and accurate list of all Inventory and equipment for inclusion in Schedule C (Retained Assets) and Schedule F (US Assets);
- (e) limit sales of Inventory to those sales made in accordance with Retained Contracts and Assigned Contracts;
- (f) permit one or more security guards, to be engaged by the Purchaser at the Purchaser's own cost and expense, to enter upon, patrol, and monitor the premises of the Vendors, the Business, and all commercial structures located on the premises of the Vendors, if requested in writing by the Purchaser provided such does not interfere with the Business or operations of the Vendors; and
- (g) keep the Purchaser fully informed of any material developments relating to the Vendors or the Business.

Section 6.04 Access During Interim Period. During the Interim Period, the Vendors shall give, or cause to be given, to the Purchaser and its Representatives unlimited access to the Retained Assets and the US Assets, including their Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets and the US Assets as the Purchaser deems reasonably necessary or desirable to further familiarize themselves with the Business, the Retained Assets and the US Assets. Without limiting the generality of the foregoing, the Purchaser and their Representatives shall be permitted full and unlimited access to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees.

Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk, and without undue interference with the Business and the Vendors shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser and their Representatives.

Section 6.05 Risk of Loss and Casualty. Until the Closing Date, but subject to Section 6.04, all of the Retained Assets and US Assets will be at the risk of the Vendors. If, before the Closing Date, any material portion of the Retained Assets or US Assets are destroyed or damaged or are appropriated, expropriated or otherwise, the Vendors will promptly notify the Purchaser, who shall have the option, exercisable by notice in writing: (a) to complete the Transaction, in which event all proceeds of any insurance (including business interruption insurance) relating to the applicable destroyed Retained Assets or US Assets will be immediately payable to the Purchaser upon receipt by the Vendors; or (b) to terminate this Agreement.

Section 6.06 Retained and Excluded Assets. The Purchaser may, on written notice to the Vendors and the Monitor, at any time and from time to time prior to the Closing Date, as part of the Transaction, elect to exclude any business, property, assets or undertaking (other than Inventory) of any of the Vendors from the Retained Assets or the US Assets, in which case, such business, property, asset or undertaking shall form part of the Excluded Assets, as applicable, and be realized upon by ResidualCo as part of the CCAA Proceedings or otherwise, with the approval of the Monitor or of the Court. For greater certainty, no such additional exclusions to or amendments of the Retained Assets or US Assets shall have the effect of amending or varying the Purchase Price.

Section 6.07 Retained, Excluded and Assigned Contracts. The Vendors will provide to the Purchaser copies of all of the Contracts to which any of the Vendors are a counterparty to on or before 5:00 p.m. (Calgary time) on June 15, 2023. The Purchaser may, on written notice to the Vendors and the Monitor, at any time and from time to time prior to the Closing Date, as part of the Transaction elect to include any Contract as a Retained Contract or Assigned Contract (in which case the applicable Liabilities under such additional Contracts arising after the Closing Date shall either be, as applicable, deemed to be Retained Liabilities and shall not be transferred to and assumed by ResidualCo or such Cure Costs shall be paid as part of this Transaction in respect of the Assigned Contracts) or deem such Contract to be an Excluded Contract (in which case such Contract shall be transferred to and assumed by ResidualCo). For greater certainty, no additional inclusions to or amendments of the Retained Contracts, Assigned Contracts or Excluded Contracts shall have the effect of amending or varying the Purchase Price. Notwithstanding any other provision of this Agreement, none of the Purchaser, Canadian Holdco, Canadian Subco or US Subco shall assume, nor have any liability or obligations under any of the Excluded Contracts, at any time.

Section 6.08 Retained and Excluded Liabilities. The Purchaser may, on written notice to the Companies and the Monitor, at any time and from time to time prior to the Closing Date, as part of the Transaction elect to include any Liability of any of the Companies as a Retained Liability (in which case such Liability shall be retained by such Company and shall not be transferred to and assumed by ResidualCo) or an Excluded Liability (in which case such Liability shall be transferred to and assumed by ResidualCo). For greater certainty, no additional inclusions to or amendments of the Retained Liabilities or Excluded Liabilities shall have the effect of amending or varying the Purchase Price. Notwithstanding any other provision of this Agreement, and in conformity with the Reverse Vesting Order, none of the Purchaser, Canadian Holdco, Canadian Subco, US Subco and the Companies shall retain, assume, nor have any liability or obligations under, any of the Excluded Liabilities after the Closing Date, and the Companies shall be forever irrevocably released and discharged from same.

ARTICLE VII – CLOSING

Section 7.01 Vendors' Closing Deliverables. On or before the Closing Date, the Vendors will deliver, or cause the Vendors' Solicitors to deliver, to the Purchaser's Solicitors in trust to be held in escrow as provided in this Agreement, the following documents duly executed as applicable:

- (a) a true copy of the entered Reverse Vesting Order, the Recognition Order and the US Recognition of Vesting Order, each of which shall be a Final Order;
- (b) the Books and Records of each of the Vendors;
- (c) share certificates or similar documents representing all of the issued and outstanding shares of DEGL;
- (d) share certificates or similar documents representing all of the issued and outstanding shares of DAL;
- (e) share certificates or similar documents representing all of the issued and outstanding shares of DSL held by DTGI;
- (f) a share certificate or similar document representing the DTGI Share;
- (g) resignation letters, effective as of the Closing Date, executed by each of the officers, directors, and responsible persons nominated, elected, or appointed to the board of, each of DEGL, DAL, DAI, DSL and DTGI;
- (h) certificate dated as of the Closing Date from the Vendors, confirming that all of the Vendors' representations and warranties contained in this Agreement are true in all material respects as of the Closing Date, with the same effect as though made at and as of the Closing Date, and that the Vendors' covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been, duly observed and performed in all material respects;
- (i) a copy of the TSX Venture Exchange bulletin confirming the delisting of DTGI;
- (j) written confirmation to the Monitor that all conditions of Closing have been satisfied or waived; and
- (k) such other documents and assurances as the Purchaser may reasonably require to give full effect to the intent and meaning of this Agreement.

Section 7.02 Purchaser's Closing Deliverables. On or before the Closing Date, the Purchaser will deliver, or cause the Purchaser's Solicitors to deliver, to the Vendors' Solicitors or the Monitor's Solicitors, in trust to be held in escrow, the following documents duly executed as applicable:

- (a) funds in an amount equal to the Cash Payment, by certified cheque, bank draft, or wire transfer;
- (b) completed copies of all schedules to this Agreement, as may be modified by the Purchaser prior to Closing in accordance with ARTICLE VI;
- (c) certificate dated as of the Closing Date of a senior officer of the Purchaser confirming that all of the Purchaser's representations and warranties contained in this Agreement are true in all material respects as of the Closing Date, with the same effect as though made at and as of the Closing Date, and the Purchaser's covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been duly observed and performed in all material respects;
- (d) a subscription agreement for the DTGI Share;
- (e) a customary GST declaration and indemnity;

- (f) written confirmation to the Monitor that all conditions of Closing have been satisfied or waived; and
- (g) such other documents and assurances as the Vendors may reasonably require to give full effect to the intent and meaning of this Agreement.

Section 7.03 Closing Escrow.

- (a) The Closing Documents and the Cash Payment will be held in trust by the Vendors' Solicitors, the Monitor's Solicitors, and the Purchaser's Solicitors, as applicable, until completion of Closing on the Closing Date in accordance with this Agreement, promptly after which the Parties shall release their respective Closing Documents and the Monitor shall release and utilize the cash portion of the Purchase Price to pay all Cure Costs and Priority Payables in accordance with the Reorganization Steps.
- (b) Following completion of Steps 1-14 of the Reorganization Steps, the Monitor shall deliver to the Purchaser, and file with the Court, the executed PEL Transaction Certificate (as defined in the Reverse Vesting Order), and the Monitor's Closing Certificate (as defined in the SAVO), as applicable, and the Monitor shall have no personal or corporate liability to the Parties in connection therewith.

Section 7.04 Closing Steps. The Parties hereby, jointly and severally (provided that this Section 7.04 may be modified with the consent of the Vendors, the Vendors' Solicitor, the Purchaser, the Purchaser's Solicitor, the Monitor and the Monitor's Solicitor), acknowledge and agree that, upon receipt of all of the closing deliverables set out in this ARTICLE VII, the Reorganization Steps shall occur in accordance with the steps set out on Schedule J (Reorganization Steps).

Section 7.05 Termination. Notwithstanding any other provision of this Agreement, if the Transaction contemplated by this Agreement does not complete on or prior to the Outside Date:

- (a) by reason of the Vendors' default, then the Purchaser may terminate this Agreement with written notice delivered to the Vendors, and thereafter the Vendors shall have no further liability to the Purchaser under or related to this Agreement, and the Purchaser shall have no further claim under or related to this Agreement; or
- (b) by reason of the Purchaser's default, then the Vendors may terminate this Agreement with written notice delivered to the Purchaser, and thereafter the Purchaser shall have no further liability to the Vendors under or related to this Agreement (other than as specified herein), and the Vendors shall have no further claim under or related to this Agreement.

Section 7.06 Wind-Down Cost Amount and Priority Payables Accounting. The Wind-Down Cost Amount will be held by the Monitor, in trust, and shall only be used to pay the reasonable costs required to terminate the CCAA Proceedings and wind-down the estate of ResidualCo in the CCAA proceedings (the "**Remaining CCAA Estate**"), including the administration of any bankruptcy in respect of the Remaining CCAA Estate (collectively, the "**Wind-Down Costs**"). It is understood and agreed that: (a) the balance, if any, remaining in respect of the Wind-Down Cost Amount after payment of the Wind-Down Costs shall be returned to the Purchaser once the administration of the Remaining CCAA Estate and the bankruptcy estate of ResidualCo is completed; and (b) upon the completion of payment of the Priority Payables by the Monitor, the Monitor shall provide the Purchaser with an accounting of the Priority Payables and, in the event that any part of the Priority Payables Cash Amount remains after the satisfaction of the Priority Payables, such remaining part of the Payables Cash Amount (if any) shall be returned to the Purchaser (the "**Priority Payables Accounting**"). For greater certainty, this Section 7.06 shall survive the Closing of this Agreement.

ARTICLE VIII – TAXES

Section 8.01 GST. Canadian Subco represents and warrants to the Vendors that it is and will be, as of the Closing on the Closing Date, registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the “ETA”) and will assume responsibility to account for, report and remit any goods and services tax and harmonized sales tax (collectively, the “GST”) payable under the ETA in connection with the Transaction contemplated by this Agreement. Canadian Subco agrees, represents and warrants to the Vendors that the Vendors will not be required to collect from the Purchaser or Canadian Subco nor report or remit, any GST in connection with the Transaction contemplated by this Agreement. The Purchaser shall indemnify and hold the Vendors and their directors, officers, employees, advisors and agents harmless from any liability under the ETA arising as a result of any breach of this Section 8.01, or any declaration made therein and such indemnity shall survive the completion of the Transaction contemplated by this Agreement.

Section 8.02 Provincial Sales Tax. Canadian Subco acknowledges that it may be liable to pay provincial sales tax in respect of some or all of the Purchased Shares, the Retained Contracts, or the Retained Assets and, if required, it will report and remit as required by applicable law any such sales tax that is due directly to the applicable taxing authority. The Purchaser shall indemnify and hold the Vendors and their directors, officers, employees, advisors and agents harmless from any liability related to the Vendors’ failure to account for, report and remit such provincial sales tax and such indemnity shall survive the completion of the Transaction contemplated by this Agreement.

Section 8.03 Tax Elections. Notwithstanding the above, the Vendors will cooperate with the Purchaser, Canadian Subco and US Subco to execute any election available under Applicable Law that may reduce or defer the amount or due date of any GST or other tax payable by the Purchaser, Canadian Subco or US Subco provided such election will not result in any increased cost or tax liability for the Vendors.

Section 8.04 Other Taxes. Canadian Subco shall be responsible for all transfer taxes, fees and expenses in connection with the registration of the Final Order or transfer of the Purchased Shares.

ARTICLE IX – GENERAL

Section 9.01 Monitor Liability. The Purchaser acknowledges and agrees that the Monitor shall incur no personal liability under this Agreement, including without limitation due to any incorrect representation or warranty, or due to any breach or failure to observe any covenant or term of this Agreement, and that the Purchaser’s sole recourse under this Agreement is to and against the Vendors.

Section 9.02 Further Assurances. Each Party shall execute and deliver all such further documents and do such further acts and things, at their own cost and expense, as may be reasonably required from time to time to give effect to this Agreement.

Section 9.03 Undertaking of the Vendors. The Vendors covenant and undertake to use commercially reasonable efforts to provide to the Purchaser all information reasonably required by the Purchaser in order to consider, analyze and complete or modify the Schedules to this Agreement prior to the Closing Date, including, without limitation, a list of what they consider to be material Contracts, US Assets, Retained Assets and Personal Property (including, without limitation, Intellectual Property and Inventory) according to their Books and Records, and their financial and tax information.

Section 9.04 No Merger. The execution and delivery of the Closing Documents is not intended to and will not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the Parties contained in this Agreement other than the obligation to deliver the Closing Documents.

Section 9.05 Entire Agreement. This Agreement constitutes the entire agreement between the Vendors and the Purchaser pertaining to the Transaction and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendors and the Purchaser, and there are no representations, warranties, covenants or agreements between the Vendors and Purchaser except as set out in this Agreement.

Section 9.06 Obligations as Covenants. Each agreement and obligation of the Parties in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.

Section 9.07 Amendment. This Agreement may only be altered or amended by an agreement in writing executed by all of the Parties.

Section 9.08 Notices. Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and delivered by hand or electronic transmission as follows:

- (a) if to the Purchaser:

Promising Expert Limited

11/F., Capital Centre
151 Gloucester Road
Wanchai, Hong Kong

Attention: Huang Chao
Email: huangchao@shimaowuyuan.com

with a copy to the Purchaser's Solicitors:

Dentons Canada LLP

15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: George Tai
Email: george.tai@dentons.com

- (b) if to Canadian Holdco, Canadian Subco or US Subco:

c/o Dentons Canada LLP
15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: James Chui
Email: jameschui@126.com

with a copy to Canadian Holdco's, Canadian Subco's and US Subco's solicitors:

Dentons Canada LLP

15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: George Tai
Email: george.tai@dentons.com

(c) if to the Vendors:

717 Jarvis Avenue
Winnipeg, MB R2W 3B4

Attention: Guy Nelson/Allan Francis
Email: gnelson@dynamictechgroup.com/afrancis@dynamictechgroup.com

with a copy to the Vendors' Solicitors:

MLT Aikins LLP
2100, 222 – 3rd Avenue SW
Calgary, AB T2P 0B4

Attention: Ryan Zahara/John Brigidear
Email: rzahara@mltaikins.com/jbrigidear@mltaikins.com

(d) if to the Monitor:

FTI Consulting Canada Inc.
1610, 520 – 5th Ave SW
Calgary, AB T2P 3R7 Canada

Attention: Deryck Helkaa/Dustin Olver
Email: Deryck.Helkaa@fticonsulting.com/Dustin.Olver@fticonsulting.com

with a copy to the Monitor's Solicitors:

Burnet, Duckworth & Palmer LLP
525 8 Ave SW #2400
Calgary, AB T2P 1G1

Attention: David Legeyt/Ryan Algar
Email: dlegeyt@bdplaw.com/ralgar@bdplaw.com

or to such other address as either Party may in writing advise. Any notice, document or communication will be deemed to have been given on the Business Day when delivered by hand if delivered prior to 5:00 p.m. (Calgary time), or otherwise will be deemed to be delivered and received on the next Business Day.

Section 9.09 Fees. Each Party shall pay its own legal fees and fees of its consultants. The Purchaser shall pay all of its own registration costs.

Section 9.10 Time. Time is of the essence of this Agreement. If anything is required to be done under this Agreement on a day which is not a Business Day, the same shall be done on the next following Business Day.

Section 9.11 Enurement. This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 9.12 Assignment. The Parties are not entitled to assign their rights and obligations under this Agreement except with the prior written consent of the other Party.

Section 9.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 9.14 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.

Section 9.15 Confidentiality. Except as may be required in the CCAA Proceedings, the Parties shall not disclose the existence of nor the contents of this Agreement to any third party, except their respective directors, officers, employees, agents or advisors, including lawyers, accountants, consultants, bankers, lenders, and financial advisors (collectively, the “**Authorized Parties**”), without the prior written consent of the other Party, not to be unreasonably withheld, provided that such consent is not required in the case of disclosure required by law or disclosure by either Party to enforce any of its rights under this Agreement or to obtain necessary consents under this Agreement. The Parties will instruct their respective Authorized Parties to comply with the provisions of this Section 9.15 and the Parties will be responsible for any breach of the provisions of this Section 9.15 by their respective Authorized Parties. This Section 9.15 does not apply to public information or information in the public domain at the time that such information is obtained, information in the possession of a Party not provided by the other Party, or information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligation. The provisions of this Section 9.15 shall supersede the confidentiality provisions of any non-disclosure or confidentiality agreements entered into by the Parties with respect to the Purchased Shares, the US Assets and the Transaction contemplated by this Agreement.

Section 9.16 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are Canadian dollars.

Section 9.17 Construction. The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

Section 9.18 Counterparts and Execution. This Agreement may be executed in counterparts and delivered by electronic transmission including by PDF format, and each such counterpart will constitute an original and all such counterparts together will constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties are executing this Agreement as of the date first set out above.

DYNAMIC TECHNOLOGIES GROUP INC.

Per: 
Authorized Signatory

DYNAMIC ENTERTAINMENT GROUP LTD.

Per: 
Authorized Signatory

DYNAMIC ATTRACTIONS LTD.

Per: 
Authorized Signatory

DYNAMIC STRUCTURES LTD.

Per: 
Authorized Signatory

DYNAMIC ATTRACTIONS INC.

Per: 
Authorized Signatory

PROMISING EXPERT LIMITED

Per: _____
Authorized Signatory

2523613 ALBERTA LTD.

Per: _____
Authorized Signatory

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DYNAMIC TECHNOLOGIES GROUP INC.

Per: _____
Authorized Signatory

DYNAMIC ENTERTAINMENT GROUP LTD.

Per: _____
Authorized Signatory

DYNAMIC ATTRACTIONS LTD.

Per: _____
Authorized Signatory

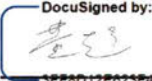
DYNAMIC STRUCTURES LTD.

Per: _____
Authorized Signatory

DYNAMIC ATTRACTIONS INC.

Per: _____
Authorized Signatory

PROMISING EXPERT LIMITED

Per:  _____
Authorized Signatory

2523613 ALBERTA LTD.

Per:  _____
Authorized Signatory

15102545 CANADA INC.

Per: 
Authorized Signatory

PEL DYNAMIC ACQUISITION (US) CORP.

Per: 
Authorized Signatory

SCHEDULE A

EXCLUDED ASSETS

1. All interests of DTGI, DEGL, DAL and/or DSL in the Cash Payment other than the Cure Cost Amount.
2. All Excluded Contracts.
3. All of the issued and outstanding securities in the capital of Qiguang Dynamic Steel Structures Ltd. that are owned by DTGI.
4. All of the issued and outstanding securities in the capital of DAI that are owned by DTGI.
5. All of the issued and outstanding securities in the capital of ResidualCo that are owned by DTGI.
6. All of the issued and outstanding securities in the capital of Dynamic Attractions (HK) Ltd. that are owned by DTGI.
7. All assets and Personal Property owned by Dynamic Attractions (HK) Ltd.

SCHEDULE B
PERMITTED ENCUMBRANCES

None.

SCHEDULE C

RETAINED ASSETS

1. All cash, bank balances, moneys in possession of banks, the Monitor and other depositories, term or time deposits and similar cash items, owned or held by or for the account of DTGI, DEGL, DAL or DSL except for Wind-Down Cost Amount and Priority Payable Cash Amount.
2. All Receivables, claims, and choses in action of DTGI, DEGL, DAL or DSL.
3. For greater certainty, all tax pools of DTGI, DEGL, DAL and DSL.
4. The Books and Records of DTGI, DEGL, DAL and DSL.
5. All of the issued and outstanding securities in the capital of High Express Holdings (US) Inc. that are owned by DEGL.
6. All Intellectual Property of DTGI, DEGL, DAL and DSL, including, without limitation:
 - (a) attraction designs (complete):
 - (i) Flying theatres;
 - (ii) Motion theatres;
 - (iii) SFX Coaster/tricks (side slide, tilt & drop, elevator drop, tumble table); and
 - (iv) Robotic track ride;
 - (b) attraction designs (in process):
 - (i) Tracked and trackless AGV; and
 - (ii) Flight Cycle;
 - (c) Assorted attraction/component design libraries;
 - (d) Film libraries, including, without limitation:
 - (i) Film taken for SkyFly; and
 - (ii) Avalanche film;
 - (e) Library of attraction themes, storyline;
 - (f) Creative tools/libraries for creating walkthroughs, images of attractions;
 - (g) Contact lists of potential suppliers of theming/media creation services;
 - (h) Pipeline of co-venture opportunities, including, without limitation:
 - (i) Monterey, IMAX Theater facility;
 - (ii) San Juan, Puerto Rico;

- (iii) Lompoc, California;
 - (iv) Highway 407, Pigeon Force;
 - (v) Guangzhou Media Building;
 - (vi) Shanghai Tunnel; and
 - (vii) CN Tunnel, Toronto.
7. All interests of DAL in the cash proceeds received by DAL in connection with:
- (a) the asset purchase agreement (the “**Infinity APA**”) dated May 17, 2023 between DAL and Infinity Asset Solutions Inc. (“**Infinity**”); and
 - (b) the auction services agreement (the “**Infinity ASA**”) dated May 25, 2023 between DAL and Infinity.
8. All interests of DAL in the cash proceeds received by DAL in connection with the equipment sale agreement dated June 1, 2023 between DAL and Universal City Development Partners Ltd. (the “**Universal ESA**”).
9. All Inventory of DTGI, DEGL, DAL and DSL, including, without limitation:
- (a) All Inventory held at Velocity Magnetics (Genting AVP project); and
 - (b) All Inventory related to Genting SOA project.
10. All equipment used in connection with the Business, including, without limitation:
- (a) Electronic equipment, including computer systems and peripherals, phone systems, photocopiers;
 - (b) Office furniture and fixtures;
 - (c) Office supplies; and
 - (d) Websites, e-mail systems.
11. All ISO certifications held by the Vendors.
12. All other assets and Personal Property of DTGI, DEGL, DAL and DSL that are not designated as Excluded Assets by the Purchaser, prior to Closing.

SCHEDULE D

RETAINED CONTRACTS

1. All policies of insurance maintained by DTGI, DEGL, DAL and/or DSL.
2. All (i) credit card facility agreements, security and guarantees in support there and (ii) operating agreements in respect of DTGI, DEGL, DAL, and DSL in effect with Canadian Imperial Bank of Commerce ("**CIBC**"), which includes, the following:
 - a. Amended and restated credit agreement dated April 17, 2019, but only with respect to the Demand Visa Credit Facility therein;
 - b. Guarantee entered into by Dynamic Entertainment Group Ltd. in favour of CIBC;
 - c. Guarantee entered into by Dynamic Attractions Ltd. in favour of CIBC;
 - d. CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated October 10, 2013; and
 - e. Special Arrangements Service Fees Agreement dated June 19, 2019.

("CIBC Retained Contracts")

For greater certainty, the CIBC Retained Contracts do not include any obligations or agreements in respect of the Letters of Credit CIBC had previously issued to Genting Malaysia Berhad, Lotte World Adventure (Shenyang) Co., and Theme Parks LLC.

3. All agreements, memorandums of understanding, letters of intent or similar documents related to co-venture projects between DEGL and third parties, including without limitation:
 - (a) Memorandums of Understanding with potential co-venture/financing partners:
 - (i) Rio de Janeiro, Sugar Loaf Mountain; and
 - (ii) Niagara Falls, Planet Hollywood;
 - (b) Territorial Agreements (signed):
 - (i) Paradox Studios (Gulf Cooperation Council);
 - (c) Territorial Agreements (under discussion):
 - (i) Hawaii;
 - (ii) Australia;
 - (iii) Japan; and
 - (iv) India;
 - (d) All software licenses, including, without limitation:
 - (i) Microsoft;

- (ii) Sage; and
- (iii) AutoCad;
- (e) Real Property Leases and associated facility operation contracts (i.e., phone, internet, etc.):
 - (i) Winnipeg Facility, leased pursuant to a lease agreement dated May 31, 2021 between DAL and Dynamic Machine Corporation;
- (f) Certain non-disclosure agreements with the following parties:
 - (i) Canadian Niagara Hotels (Niagara Falls)- expires February 16, 2024;
 - (ii) Bondhino (Rio)- expires July 12, 2029;
 - (iii) Bharti Land Limited (India)- expires November 30, 2024;
 - (iv) Guangdong Jinma - expires January 1, 2030;
 - (v) Scenario - expires February 13, 2030;
 - (vi) MiConcept- expires December 22, 2029;
 - (vii) JLL Saudi- expires May 18, 2028;
 - (viii) Halcrow International Partnership Dubai- expires May 24, 2028;
 - (ix) Maadfam Studios Mumbai- expires June 13, 2030; and
 - (x) ICON Park - expires June 22, 2027.

SCHEDULE E

RETAINED LIABILITIES

1. All Liabilities under the Retained Contracts.
2. All Liabilities under the Assigned Contracts.
3. The High Express Debt.
4. All liabilities of DTGI, DEGL, DAL and DSL related to Taxes for any tax period or portion thereof beginning on or after the Filing Date excluding, for the avoidance of doubt, (a) all income tax or similar liabilities of any of DTGI, DEGL, DAL and/or DSL for any tax period ending prior to the Filing Date, and (b) any Tax or similar liability directly and solely related to the Excluded Assets, Excluded Liabilities or Excluded Contracts, or any of them.

SCHEDULE F

US ASSETS

1. All cash, bank balances, moneys in possession of banks, the Monitor and other depositories, term or time deposits and similar cash items, owned or held by or for the account of DAI except for amounts related to the Cure Cost Amount and the Wind-Down Cost Amount.
2. The Assigned Contracts.
3. All Receivables, claims, and choses in action of DAI.
4. The Books and Records of DAI.
5. All Intellectual Property of DAI.
6. All Inventory of DAI.
7. All equipment owned by DAI and used in connection with the Business.
8. All other assets and Personal Property of DAI.

SCHEDULE G

ASSIGNED CONTRACTS

1. All policies of insurance maintained by DAI.
2. Lease for the Orlando Facility which is leased under an agreement between DAI and EastGroup Properties, L.P. dated April 23, 2015 and associated facility operation contracts (i.e., phone, internet, etc.).
3. Lease for the Dallas Facility which is leased under an agreement between DAI and Andrews-Dillingham Properties, Ltd. dated October 17, 2013 and associated facility operation contracts (i.e., phone, internet, etc.).

SCHEDULE H

FORM OF REVERSE VESTING ORDER AND SAVO

(see attached)

SCHEDULE I

PURCHASE PRICE ALLOCATION

| <u>Purchased Asset(s)</u> | <u>Allocation of Purchase Price</u> |
|----------------------------------|--|
| Purchased Shares | 66.67% of Purchase Price |
| US Assets | 33.33% of Purchase Price |

SCHEDULE J

REORGANIZATION STEPS

The following steps and transactions to be affected pursuant to this Agreement, the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order shall occur, and be deemed to have occurred, in the following order in five (5) minute increments (unless otherwise noted herein or agreed to by the Parties), without any further act or formality on the Closing Date beginning at the time of Closing:

1. The Purchase Price shall be delivered by the Purchaser, for and on behalf of Canadian Subco and US Subco, to the Monitor, for the benefit of the Vendors, and then immediately following Step 4, the Purchase Price shall be, and shall be deemed to be held by the Monitor for the benefit of ResidualCo (other than the Cure Cost Amount).
2. All Employees shall be terminated.
3. Any directors of the Vendors immediately prior to Closing Date shall be deemed to resign and Guy Nelson shall be deemed to be appointed as director of each of the Vendors.
4. All of the Vendors' right, title and interest in and to the Excluded Assets (including for certainty, the right to receive the Purchase Price (other than the Cure Cost Amount) 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.
5. Concurrently with Step 4 above, all the Excluded Assets, Excluded Liabilities (including, for certainty, all Priority Payables), and Excluded Contracts shall be novated and become obligations of ResidualCo and not Liabilities or obligations of the Companies.
6. Concurrently with Step 5 above, the Companies shall be forever released and discharged from all Excluded Liabilities, and all Encumbrances securing the Excluded Liabilities shall be forever released and discharged in respect of the Companies and the Retained Assets.
7. The US Assets shall be transferred to and vested in US Subco free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities, but only as they pertain to the Assigned Contracts.
8. The Cure Cost Amount will be disbursed by the Monitor to the applicable counterparties and the Assigned Contracts shall be transferred to and assumed by US Subco.
9. Pursuant to Section 192 of the *Business Corporations Act* (Alberta), the Reverse Vesting Order shall constitute an "order for reorganization" that has the effect of: (a) lifting the effect of the Cease Trade Order for the limited purpose of completing the DTGI reorganization steps; (b) authorizing DTGI to issue one common share in the capital of DTGI (the "**DTGI Share**") to Canadian Subco in exchange for \$1.00 notwithstanding any constraints under Applicable Law; and (c) cancelling for no consideration, all of the issued and outstanding securities in the capital of DTGI other than the DTGI Share.
10. Pursuant to Section 191 of the *Canada Business Corporations Act*, the Reverse Vesting Order shall constitute a court order for "reorganization" that has the effect of cancelling for no consideration, all of the issued and outstanding securities in the capital of DSL held by Persons other than DTGI.
11. Canadian Subco shall subscribe for, and DTGI shall issue the DTGI Share to Canadian Subco.

12. The Purchased Shares (other than the DTGI Share) shall be transferred to and vested in Canadian Subco free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities.
13. The remaining Cash Payment shall be disbursed by the Monitor to pay the Priority Payables and any Wind-Down Cost Amount incurred in respect of or on behalf of ResidualCo.
14. DTGI, DAL, DEGL, and DSL shall each cease to be a petitioner in the CCAA proceedings and shall be deemed released from the purview of all Orders granted in the CCAA Proceedings. ResidualCo shall replace DTGI, DAL, DEGL, and DSL as petitioner in the CCAA Proceedings and shall be subject to the terms of all Orders granted in the CCAA Proceedings.
15. The Monitor's powers shall be enhanced in respect of DAI and ResidualCo, including the authority to authorize and direct ResidualCo to make an assignment in bankruptcy and the Monitor shall be authorized to be appointed as trustee in bankruptcy of the estate of ResidualCo.
16. DTGI shall cease to be a reporting issuer by order of the Alberta Securities Commission and the Ontario Securities Commission under the securities legislation of the jurisdictions in which DTGI is a reporting issuer and, concurrently with the order, a full revocation of the Cease Trade Order, upon completion of the issuance of the DTGI Share, provided that, a certified filed copy of the Reverse Vesting Order and the SAVO have been provided to the Alberta Securities Commission and the Ontario Securities Commission in advance of the issuance of the DTGI Share.
17. As and when the Purchaser sees fit, DTGI shall be continued into the jurisdiction of Canada and become a corporation governed by the *Canada Business Corporations Act* (the "**Continuance**") and the Reverse Vesting Order shall specifically authorize such Continuance.
18. As and when the Purchaser sees fit, Canadian Subco will amalgamate with DTGI, DAL, DSL and DEGL (the "**Amalgamation**") and the Reverse Vesting Order shall specifically authorize such Amalgamation.

(such steps being referred to as, the "**Reorganization Steps**").

**THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF ALLAN FRANCIS
SWORN BEFORE ME AT CALGARY, ALBERTA
This 23th day of June, 2023**

A Notary Public in and for the Province of Alberta

TRANSACTION JOINDER AGREEMENT

TO: Dynamic Technologies Group Inc., Dynamic Entertainment Group Ltd., Dynamic Attractions Ltd., Dynamic Structures Ltd., Dynamic Attractions Inc., Promising Expert Limited, 2523613 Alberta Ltd., 15102545 Canada Inc. and PEL Dynamic Acquisition (US) Corp. (the "Transaction Parties")

RE: Transaction Agreement dated June 23, 2023 among the Transaction Parties (the "Transaction Agreement")

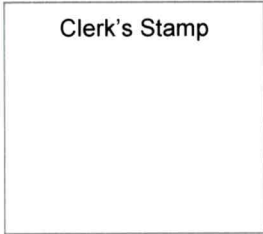
1. Capitalized terms used in this Transaction Joinder Agreement (the "Agreement") but not otherwise defined herein shall have the meanings given to them in the Transaction Agreement.
2. 2524604 Alberta Ltd. ("252") has received a copy of and reviewed the Transaction Agreement.
3. 252 agrees to be bound by the terms of the Transaction Agreement as "ResidualCo" as of the date of this Agreement and undertakes to perform and abide by each and every covenant of ResidualCo contemplated in the Transaction Agreement.
4. All notices required or contemplated by the Transaction Agreement to be provided to ResidualCo shall be provided to the address of the Vendors in accordance with Section 9.08 of the Transaction Agreement.
5. This Agreement will be construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
6. This Agreement together with the Transaction Agreement constitutes the entire agreement between the Transaction Parties and 252 with respect to the subject matter referred to herein.
7. This Agreement may be simultaneously executed and delivered in counterparts (including counterparts executed electronically), each of which when so executed and delivered will be deemed to be an original, and such counterparts together will constitute one and the same agreement.

DATED this 23 day of June, 2023.

2524604 ALBERTA LTD.

Per: 
Name: Guy Nelson
Title: Authorized Signatory

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 **CERTIFICATE OF REMOTE COMMISSIONING**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Ave SW
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
Attention: Ryan Zahara
File: 0119375.00031

Document commissioned by a Lawyer during a Public Emergency Period

1. I, Kaitlin Ward, being a lawyer in and for the Province of Alberta, certify that in witnessing and notarizing the within Affidavit of Allan Francis executed by the affiant herein, on June 23, 2023 (the "**Affidavit**"):
 - a. I have complied with the requirements and conditions as outlined in the Notice to the Profession and Public-Remote Commissioning 2020-02 by the Court of King's Bench of Alberta on March 25, 2020.
 - b. I witnessed the signature in a single session during which I was able, at all times, to see and hear the affiant signing the Affidavit by electronic means.
 - c. I am satisfied that the affiant named in the Affidavit is who the person purports to be.
 - d. I received from the deponent the signed Affidavit by electronic means.

- e. I have maintained in my files the signed Affidavit with my signature as a notary public, and I have requested that the affiant provide to me the Affidavit containing the affiant's original signature.

Dated this 23rd day of June, 2023



(Signature of lawyer)

Kaitlin Ward

(Print or type lawyer's name)

This affidavit was affirmed using video technology as Allan Francis was not physically present before the Notary but was linked with the Notary utilizing video technology. The process for remote commissioning of affidavits was thoroughly followed as outlined in the Notice to the Profession and Public – Remote Commissioning 2020-02 by the Court of King's Bench on March 25, 2020.

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 **AFFIDAVIT**

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

SUPPLEMENT TO THE FOURTH AFFIDAVIT OF ALLAN FRANCIS
Sworn June 23, 2023

I, Allan Francis, of the City of Winnipeg, in the Province Manitoba, SWEAR AND SAY THAT:

1. I am the Corporate Secretary and Vice-President Corporate Affairs and Administration of Dynamic Technologies Group Inc. ("**DTG**") and as such I have personal knowledge of the matters deposed to in this Affidavit, except where stated to be based on information and belief, in which case I verily believe same to be true.
2. I am also the Corporate Secretary of Dynamic Attractions Ltd. ("**DAL**"), the Corporate Secretary and Treasurer of Dynamic Entertainment Group Ltd. ("**DEGL**"), the Corporate Secretary of Dynamic Attractions Inc. ("**DAI**"), the Corporate Secretary of Dynamic Structures Ltd. ("**DSL**"; together with DTG, DAL, DAI and DEGL, the "**Dynamic Group**" or the "**Applicants**").

**THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF ALLAN FRANCIS
SWORN BEFORE ME AT CALGARY, ALBERTA
This 23th day of June, 2023**



A handwritten signature in blue ink, appearing to read "Kaitlin H. Ward".

A Notary Public in and for the Province of Alberta

**KAITLIN H. WARD
BARRISTER & SOLICITOR**

TRANSACTION AGREEMENT

THIS TRANSACTION AGREEMENT made as of the 22nd day of June, 2023 (the “**Effective Date**”).

BETWEEN:

DYNAMIC TECHNOLOGIES GROUP INC., a company incorporated under the laws of the Province of Alberta having a registered office address at c/o MLT Aikins LLP, 2100, 222 – 3rd Avenue SW, Calgary, AB T2P 0B4.

(“**DTGI**”)

AND:

DYNAMIC ENTERTAINMENT GROUP LTD., a company incorporated under the laws of Canada having a registered office address at 717 Jarvis Avenue, Winnipeg, MB R2W 3B1.

(“**DEGL**”)

AND:

DYNAMIC ATTRACTIONS LTD., a company incorporated under the laws of Canada having a registered office address at 717 Jarvis Avenue, Winnipeg, MB R2W 3B1.

(“**DAL**”)

AND:

DYNAMIC STRUCTURES LTD., a company incorporated under the laws of Canada having a registered office address at 717 Jarvis Avenue, Winnipeg, MB R2W 3B1.

(“**DSL**”)

AND:

DYNAMIC ATTRACTIONS INC., a company incorporated under the laws of the State of Delaware having a registered office address at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801, United States.

(“**DAI**”, and collectively with DTGI, DEGL, DAL and DSL, the “**Vendors**”)

AND:

PROMISING EXPERT LIMITED, a company incorporated under the laws of Hong Kong, having a registered office address at 11/F., Capital Centre, 151 Gloucester Road, Wanchai, Hong Kong

(the “**Purchaser**”)

AND:

2523613 ALBERTA LTD., a company incorporated under the laws of the Province of Alberta, having a registered office address at c/o Dentons Canada LLP, 15th Floor, Bankers Court, 850 – 2nd Street SW, Calgary, AB T2P 0R8

(“**Canadian Holdco**”)

AND:

15102545 CANADA INC., a company incorporated under the laws of Canada, having a registered office address at c/o Dentons Canada LLP, 15th Floor, Bankers Court, 850 – 2nd Street SW, Calgary, AB T2P 0R8

(“**Canadian Subco**”)

AND:

PEL DYNAMIC ACQUISITION (US) CORP., a company incorporated under the laws of the State of Delaware, having a registered office address at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

(“**US Subco**”)

WHEREAS:

- A. Pursuant to an order (the “**Initial Order**”) of the Court of King’s Bench of Alberta (the “**Court**”) dated March 9, 2023 (the “**Filing Date**”), and as amended by the amended and restated Initial Order (the “**ARIO**”) dated March 16, 2023 in action number 2301-03179 (the “**CCAA Proceedings**”), the Vendors obtained protection from their creditors under the *Companies’ Creditors Arrangement Act* (Canada), as amended (the “**CCAA**”) and FTI Consulting Canada Inc., was appointed as monitor in the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the “**Monitor**”).
- B. On March 16, 2023, the Court granted an order that, among other things, authorized the Monitor to conduct, with the assistance of the Vendors, a sale and investment solicitation process in accordance with the Sale and Investment Solicitation Process Procedures (the “**SISP Procedures**”).
- C. On May 26, 2023, the Vendors obtained an extension of the stay period in the ARIO to July 28, 2023.

- D. On April 27, 2023, the Purchaser executed an indication of interest in accordance with the SISP Procedures.
- E. On May 9, 2023, the Monitor informed the Purchaser that it had been selected as the High Value LOI (as defined in the SISP Procedures).
- F. The Vendors have commenced ancillary insolvency proceedings under Chapter 15 of Title 11 of the United States Code (the “**US Proceedings**”) in the US Bankruptcy Court.
- G. DAI wishes to sell, transfer and assign to US Subco, and US Subco wishes to acquire and assume, all of the US Assets, subject to the granting by the Court of the Reverse Vesting Order and the US Recognition of Vesting Order, and upon the other terms and conditions set forth herein.
- H. The applicable Vendors wish to sell, transfer and assign to Canadian Subco, and Canadian Subco wishes to acquire, all of the Purchased Shares, subject to the granting by the Court of the Reverse Vesting Order, and upon the other terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE I – INTERPRETATION

The following terms have the meanings specified or referred to in this ARTICLE I:

“**Affiliate**” has the meaning set out in the *Business Corporations Act* (Alberta).

“**Applicable Law**” means, in respect of any Person, property, transaction or event, any domestic or foreign constitution, statute, law, principle of common law or equity, ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order (including any securities law or requirements of stock exchanges and any consent, decree or administrative order), in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“**Assigned Contracts**” means, collectively, all Contracts of DAI that are set out as Assigned Contracts in Schedule G (Assigned Contracts) or are designated as Assigned Contracts by the Purchaser prior to Closing, in accordance with Section 6.07.

“**Authorization**” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

“**Authorized Parties**” has the meaning given to it in Section 9.15.

“**Books and Records**” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, tax and accounting books and records, used or intended for use by, and in the possession of, the Vendors or the Companies, in connection with the Retained Assets and/or the US Assets, the Retained Liabilities, the ownership of the Purchased Shares, and the operation of the Business, including drawings, engineering information, laboratory analysis data, production records, technical reports and environmental studies and reports including, if applicable, the care and maintenance plan, manuals and data, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers or contractors, personnel, employment or investor information and other

records, and all records, data and information stored electronically, digitally or on computer-related media, in each case, relating to the Business.

“Business” means, collectively, the business carried on by the Companies, including but not limited to, research, development, design and supply of media-based ride systems, development and ownership/co-ownership and operation of location based theatre attractions, provision of parts and service for ride systems, and third party specialty engineering services.

“Business Day” means any day except Saturday, Sunday, any statutory holiday in the Province of Alberta or the State of Delaware, or any other day on which commercial banks located in the Province of Alberta are required by law to be closed for business.

“Cash Payment” has the meaning given to it in Section 2.03(c).

“CCA Proceedings” has the meaning given to it in the recitals.

“Cease Trade Order” means the Cease Trade Order issued by the Alberta Securities Commission and evidences the decision of the regulator or securities regulatory authority in Ontario (Ontario Securities Commission) with respect to DTGI, indexed as 2023 ABASC 59, *inter alia*, prohibiting persons from trading or purchasing securities of DTGI in any jurisdiction in which Multilateral Instrument 11-103 *Failure to File Cease Trade Orders in Multiple Jurisdictions* applies.

“Claims” means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, arbitrations, information or other similar processes, assessments or reassessments, judgments, debts, indebtedness, liabilities, obligations, guarantees, warranties, expenses, costs, damages or losses, contingent or otherwise (whether contractual, statutory, or otherwise), of any kind or nature 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 arising by subrogation, set-off, right of indemnification or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“Closing” means the closing and consummation of the Transaction and steps contemplated in this Agreement on the Closing Date.

“Closing Date” means a date no later than five Business Days after the conditions set forth in ARTICLE V have been satisfied or waived, other than the conditions set forth in ARTICLE V that by their terms are to be satisfied or waived at the Closing, or such other date as the Parties may agree to in writing, with the consent of the Monitor.

“Closing Documents” means the documents referred to in Section 7.01 and Section 7.02, as applicable.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments, documents, instruments, and legally binding arrangements, whether written or oral.

“Companies” means DTGI, DEGL, DAL, DSL and DAI outside of their capacity as Vendors.

“Court” has the meaning given to it in the recitals.

“Cure Cost Amount” means an amount sufficient to pay all Cure Costs.

“Cure Costs” means the amounts, if any, that are required to cure any monetary defaults of DAI under any Assigned Contracts.

“DAI” has the meaning given to it in the recitals.

“DAL” has the meaning given to it in the recitals.

“DEGL” has the meaning given to it in the recitals.

“DIP Loan Agreement” means the debtor in possession financing term sheet dated March 8, 2023 between, *inter alios*, DTGI, as borrower, and the Purchaser, as lender, as amended, restated, modified, or supplemented from time to time.

“DIP Loan Amount” shall be an amount equal to the aggregate amount of funds provided by the Purchaser to DTGI pursuant to the DIP Loan Agreement prior to Closing.

“DSL” has the meaning given to it in the recitals.

“DTGI” has the meaning given to it in the recitals.

“DTGI Share” has the meaning given to it in Schedule J (Reorganization Steps).

“Employees” means all individuals who are employed by the Vendors and engaged in the Business, whether on a full-time or part-time basis, whether unionized or non-unionized, including all individuals who are on an approved and unexpired leave of absence, all individuals who have been placed on temporary lay-off which has not expired, and **“Employee”** means any one of them.

“Employee Priority Claims” means any Claim for (a) accrued and unpaid wages and vacation pay owing to an Employee whose employment was terminated between the date of the Initial Order and the Closing Date, and (b) unpaid amounts provided for in section 6(5)(a) of the CCAA.

“Encumbrance” means any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge, debenture, trust deed, deemed trust, assignment by way of security, hypothec, security interest or similar interest or instrument charging, or creating a security interest in, against, or affecting, the Companies, the Purchased Shares, the US Assets, the Retained Contracts, the Retained Assets or any part thereof or interest therein, and any agreement, lease, license, option or claim, easement, servitude, restrictive covenant on real or immovable property, right of way, restriction, execution, contingent rights (including options and rights of first refusal), adverse claims or other encumbrance (including any notice or other registration in respect of any of the foregoing) or ownership rights of any kind or character, or agreements to create same, affecting title to or the ownership of the Companies, the Purchased Shares, the US Assets, the Retained Contracts, the Retained Assets or any part thereof or interest therein.

“ETA” has the meaning given to it in Section 8.01.

“Excluded Assets” means those assets owned by the Vendors which are expressly identified and set out in Schedule A (Excluded Assets) (as same may be modified by the Purchaser prior to the Closing Date), being those assets that are designated by the Purchaser to be transferred to ResidualCo under and pursuant to the Reverse Vesting Order, in accordance with Section 6.06.

“Excluded Contracts” means all Contracts which are not Assigned Contracts, as designated by the Purchaser prior to Closing, in accordance with Section 2.02 or Retained Contracts, as designated by the

Purchaser prior to Closing, in accordance with Section 6.07, including for greater certainty, but not limited to, the following:

- (a) Robo-Arm Attraction Consultancy Agreement made effective as of May 31, 2016 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 24, 2017;
- (b) Robo-Arm Attraction Supply Agreement made effective as of May 31, 2016 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 24, 2017;
- (c) Flying Theatre Attraction Consultancy Agreement made effective as of October 30, 2014 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 11, 2017; and
- (d) Flying Theatre Attraction Supply Agreement made effective as of October 30, 2014 (English and Chinese language versions) by and between Lotte World Adventure (Shenyang) Co., Ltd. and Dynamic Attractions Ltd., together with all amendments and other modifications thereto, including, without limiting the generality of the foregoing, Addendum #1 dated November 11, 2017.

“Excluded Liabilities” means all Encumbrances, Claims, Liabilities, obligations, undertakings, leases, agreements, debts, rights and entitlements of any kind or nature 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 in equity and whether arising by subrogation, set-off, right of indemnification or otherwise) of or against any Vendor which are not designated by the Purchaser as Retained Liabilities prior to Closing, in accordance with Section 6.08. For greater certainty, without limiting the generality of the foregoing, the Excluded Liabilities include, but are not limited to, all:

- (a) Liabilities arising from or in connection with the conduct of the Business and the operation of the Retained Assets and/or US Assets prior to the Closing Date (other than those specifically included in the Retained Liabilities);
- (b) Liabilities of the Vendors arising from, in connection with or otherwise accruing before or after the Closing Date relating to or under the Excluded Contracts and Excluded Assets;
- (c) Liabilities of the Vendors for Taxes arising prior to the Filing Date;
- (d) Liabilities of the Vendors arising from the ETA, including any liability for GST;
- (e) Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which any Vendor may be bound as of the Closing Date;
- (f) Liabilities for or to Employees whose employment with the Vendors is terminated on or before Closing;
- (g) all Liabilities relating to or in connection with Priority Payables;

- (h) all Liabilities relating to or in connection with indebtedness owed by the Vendors to Export Development Canada;
- (i) all Liabilities relating to or in connection with the indebtedness owed by the Vendors to Skyrise Miami, LLC, including for greater certainty, but not limited to, any indebtedness of DAL in Case No. 2021-023732 CA 06 in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida;
- (j) all remaining amounts outstanding under the PEL Loan Agreement and/or the DIP Loan Agreement that are not satisfied through the payment of the Purchase Price; and
- (k) all other Liabilities, of any nature and kind, other than the Retained Liabilities.

"Filing Date" has the meaning given to it in the recitals.

"Final Order" means an Order which:

- (a) has been issued and entered;
- (b) has not been stayed;
- (c) has not been overturned on appeal; and
- (d) for which the applicable appeal period has expired.

"GST" has the meaning given to it in Section 8.01.

"Governmental Authority" means:

- (a) any foreign or domestic national, federal, provincial, state, territorial, municipal or local government or public body, or any department, ministry, regulatory body, court, commission, central bank, tribunal, board, bureau, or agency or any other instrumentality having legislative, judicial (including courts and arbitrators), regulatory, prosecutorial, administrative or taxing authority or powers, or having functions of, or pertaining to, government;
- (b) any subdivision, agent, commission, board, or authority of such entities, including any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association, in each case, having requisite jurisdiction or authority in the relevant circumstances; and
- (c) any public, quasi-governmental or private body exercising a regulatory, expropriation, securities or taxing authority under or for the account of such entities.

"High Express Debt" means the principal amount of USD\$3,995,822, plus accrued interest thereon, that is owed to High Express Holdings Limited, as lender, by DEGL, as borrower, pursuant to the High Express Loan Agreement.

"High Express Loan Agreement" means the secured promissory note dated January 31, 2022 between DEGL, as borrower, and High Express Holdings Limited, as lender, as amended, restated, modified, or supplemented from time to time.

"Infinity APA" has the meaning given to it in Schedule C (Retained Assets).

"Infinity ASA" has the meaning given to it in Schedule C (Retained Assets).

"Initial Recognition Order" means the Order of the US Bankruptcy Court in the US Proceedings recognizing, on a final basis, the CCAA Proceedings as "foreign main proceedings" pursuant to section 1502(4) of the US Bankruptcy Code, which shall be acceptable, in form and substance, to the Vendors and the Purchaser, acting reasonably.

"Intellectual Property" means all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world:

- (a) issued patents and patent applications;
- (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing;
- (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing;
- (d) internet domain names and social media account or user names, and all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto;
- (e) industrial designs, registrations, applications for registration, and renewals thereof;
- (f) trade secrets, recipes, formulas, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein;
- (g) rights of publicity; and
- (h) all other intellectual or industrial property and proprietary rights.

"Interim Period" means the period from the date that this Agreement is entered into by the Parties to the Closing Date.

"Inventory" means, collectively, all personal property owned by the Vendors that:

- (a) is for sale or lease, including any such property that has been leased by any Vendor as lessor;
- (b) is to be furnished by any Vendor or which has been furnished by any Vendor under a contract of service;
- (c) constitutes raw materials or work in progress; and
- (d) is used or consumed in the Business.

"Liabilities" means any and all past, present, and future debts, claims, suits, actions, liabilities, guarantees, warranties, duties, responsibilities, obligations, commitments, assessments, costs, expenses, losses, disbursements, damages, judgments, expenditures, charges, fees, penalties, fines, contributions or premiums, of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute

or contingent, direct or indirect, or due or to become due and regardless of when sustained, incurred, or asserted or when any corresponding relevant events occurred or circumstances existed.

“Monitor” has the meaning given to it in the recitals.

“Monitor’s Solicitors” means Burnet, Duckworth & Palmer LLP.

“Monitor’s US Solicitors” means Munsch Hardt Kopf & Harr, P.C.

“Order” means an order of the Court.

“Outside Date” means July 28, 2023.

“Party” means a party to this Agreement and reference to a Party includes its successors and permitted assigns, and **“Parties”** means more than one of them.

“PEL Loan Agreement” means the amended and restated credit facility dated August 5, 2022 between, *inter alios*, DTGI, as borrower, and the Purchaser, as lender, as amended, restated, modified, or supplemented from time to time.

“Permits and Licenses” means the permits, certifications, licenses, Authorizations, approvals or other evidence of authority related to the Business, including the permits, certifications, licenses, Authorizations, approvals or other evidence of authority related to the Business and issued to, granted to, conferred upon, or otherwise created for, the Vendors.

“Permitted Encumbrances” means the Encumbrances set out in Schedule B (Permitted Encumbrances).

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company, or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator, or other legal or personal representative, Governmental Authority, or other natural or legal entity however designated or constituted.

“Personal Property” means all of the personal property owned by any Vendor, as applicable, including all chattel paper, documents of title, instruments, money, investment property, intangibles, goods, crops, Contracts, Permits and Licenses, Receivables, Intellectual Property, fixtures, leasehold improvements, equipment, Inventory, claims, chose in actions, furniture (whether moveable or built-in), and computer hardware, wherever located.

“Priority Charges” means all priority charges granted under the Initial Order and the ARIO including the Administration Charge and the Director’s Charge (as those terms are defined in the Initial Order or ARIO, as applicable).

“Priority Payables” means all amounts secured by Encumbrances which have priority over the Encumbrances in favour of the Purchaser, including, without limitation, the Employee Priority Claims, the Priority Charges (which, for greater certainty, includes any amounts owed to the Vendors’ Solicitors, the Vendors’ US Solicitors, the Monitor’s Solicitors and the Monitor’s US Solicitors) and any deemed trust arising from the *Income Tax Act* (Canada), which shall be transferred to ResidualCo in accordance with the Reverse Vesting Order and Section 7.04.

“Priority Payables Accounting” has the meaning given to it in Section 7.06.

“Priority Payable Cash Amount” means an amount sufficient to repay all Priority Payables.

“Purchase Price” has the meaning given to it in Section 2.03.

“Purchased Assets” means, collectively, the Purchased Shares and the US Assets.

“Purchased Shares” means, collectively, all of the issued and outstanding shares in the capital of DEGL, DAL and DSL that are held by DTGI, and the DTGI Share subscribed for by Canadian Subco in accordance with the Reorganization Steps.

“Purchaser” has the meaning given to it on the second page of this Agreement.

“Purchaser’s Solicitors” means Dentons Canada LLP.

“Receivables” means the all right, title, and interest in all accounts receivable, bills receivable, trade accounts and book debts, recorded as a receivable in the Books and Records and other amounts due or deemed to be due to the Vendors, or any of them, including, refunds and rebates receivable relating to the Business, the Retained Assets or the US Assets, including, without limitation (a) those amounts recoverable under insurance policies, and (b) those amounts to be received by DAL pursuant to the transactions contemplated in the Infinity APA, the Infinity ASA and the Universal ESA, and subject to any applicable right to set-off and any refunds of taxes paid by any Vendor or their Affiliates.

“Recognition Order” means the Order of the US Bankruptcy Court in the US Proceedings recognizing and giving effect to the Initial Order and ARIO, in form and substance, acceptable to the Purchaser.

“Reorganization Steps” has the meaning given to it in Schedule J (Reorganization Steps).

“Remaining CCAA Estate” has the meaning given to it in Section 7.06.

“ResidualCo” means a new corporation to be incorporated pursuant to the laws of the Province of Alberta, by DTGI, prior to Closing, as contemplated by Section 6.01, for the purposes of accepting the transfer of all Excluded Assets, Excluded Contracts and assumption of all Excluded Liabilities, and to be added as an applicant in the CCAA Proceedings.

“Retained Assets” means, collectively, all assets and Personal Property of the Vendors that are not designated as Excluded Assets by the Purchaser, prior to Closing, in accordance with Section 6.06, including, which for clarity includes (subject to Section 4.02) all of the right, title and interest of the Vendors in and to those assets and Personal Property set out in Schedule C (Retained Assets) (as same may be modified by the Purchaser prior to the Closing Date).

“Retained Contracts” means, collectively, all Contracts of the Vendors that are set out as Retained Contracts in Schedule D (Retained Contracts) or are designated as Retained Contracts by the Purchaser prior to Closing, in accordance with Section 6.07.

“Retained Liabilities” means:

- (a) the Liabilities under the Retained Contracts;
- (b) the Liabilities under the Assigned Contracts;
- (c) the High Express Debt; and
- (d) those Liabilities set out in Schedule E (Retained Liabilities), and any additional Liabilities which may be designated by the Purchaser to be Retained Liabilities on or prior to Closing, in accordance with Section 6.08.

“Representative” means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, attorney, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party’s Affiliates.

“Reverse Vesting Order” has the meaning given to it in Section 5.03(d).

“SAVO” means the sale approval and vesting order transferring title to and vesting in the Purchaser all of the right, title and interest of DAI in and to the US Assets, substantially in the form attached hereto as Schedule H (Form of Reverse Vesting Order and SAVO).

“Taxes” means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada and other government pension plan premiums or contributions.

“Taxing Authority” means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, the United States Internal Revenue Service, any similar revenue or taxing authority of the United States of America (“U.S.”) and each and every state and locality of the U.S., and any Canadian, U.S. or other Governmental Authority exercising taxing authority or power, and **“Taxing Authority”** means any one of the Taxing Authorities.

“Transaction” means, collectively, all transactions and steps contemplated by this Agreement, the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order.

“Universal ESA” has the meaning given to it in Schedule C (Retained Assets).

“US Assets” means, collectively, all assets, the Assigned Contracts, and Personal Property of DAI, which for clarity includes (subject to Section 4.02) all of the right, title and interest of DAI in and to those assets and Personal Property set out in Schedule F (US Assets) (as same may be modified by the Purchaser prior to the Closing Date).

“US Bankruptcy Code” means Title 11 of the United States Code, 11 USC §§ 101 et seq, as amended.

“US Bankruptcy Court” means the United States Bankruptcy Court for the State of Texas, overseeing the US Proceedings.

“US Proceedings” has the meaning given to it in the recitals.

“US Recognition of Vesting Order” means an order of the US Bankruptcy Court entered in the US Proceedings in form and substance acceptable to the Purchaser, which shall, among other things, recognize and give effect to the Reverse Vesting Order, the SAVO and otherwise approves this Agreement and the Transaction contemplated hereby.

“Vendors” has the meaning given to it on the first page of this Agreement.

“**Vendors’ Solicitors**” means MLT Aikins LLP.

“**Vendors’ US Solicitors**” means Akerman LLP.

“**Wind-Down Cost Amount**” means the amount, up to a maximum of two-hundred and twenty thousand Dollars (\$220,000.00), to be utilized to satisfy the Wind-Down Costs in accordance with Section 7.06.

“**Wind-Down Costs**” has the meaning given to it in Section 7.06.

ARTICLE II – PURCHASE AND SALE

Section 2.01 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement:

- (a) DTGI agrees to sell and Canadian Subco agrees to purchase or subscribe for the Purchased Shares, as applicable, on the Closing Date, free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities; and
- (b) DAI agrees to sell and US Subco agrees to purchase all of DAI’s rights, title and interest in and to the US Assets on the Closing Date, free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities.

Section 2.02 Assignment of Assigned Contracts.

- (a) On the Closing Date, subject to the terms and conditions of this Agreement and the Reverse Vesting Order and US Recognition of Vesting Order, DAI’s rights, benefit, and interest in, to and under the Assigned Contracts shall be conveyed to US Subco, and US Subco shall assume DAI’s obligations under the Assigned Contracts.
- (b) The Vendors shall take such other actions as are commercially reasonable to cause the Assigned Contracts to be assigned by DAI to, and assumed by, US Subco as at the Closing Date. At or prior to the Closing Date, the Vendors will comply with Applicable Laws and with the terms of the Assigned Contracts in their efforts under this Section 2.02(b) to assign the Assigned Contracts to US Subco. US Subco will use its commercially reasonable efforts to assist the Vendors in obtaining any such consents, approvals and waivers required under Applicable Laws or the terms of the Assigned Contracts. For greater certainty, and notwithstanding anything else herein contained, US Subco shall be entitled to communicate with the counterparty to any Contract to which a Vendor is a party in connection with the transactions contemplated by this Agreement, in consultation with the applicable Vendor, and the applicable Vendor shall use commercially reasonable efforts to facilitate such communications by US Subco. For Assigned Contracts requiring the consent of a third party to be validly assigned and for which such consent has not been obtained prior to Closing, their conveyance unto US Subco shall be made pursuant to the Reverse Vesting Order, US Recognition of Vesting Order and any other necessary orders of the Court. The Parties will use commercially reasonable efforts in order for the Reverse Vesting Order and any other necessary orders to contain sufficient provisions for the assignment of DAI’s rights, benefits and interest in the Assigned Contracts to US Subco.
- (c) In accordance with the Reorganization Steps, DAI shall, for each Assigned Contract, pay to the counterparty to such Assigned Contract the amount, if any, of the Cure Costs related to such Assigned Contract(s) (and/or other amounts expressly provided by the Reverse Vesting Order or the SAVO, as the case may be), at or prior to Closing.

- (d) US Subco will not assume and will not be liable for any and all obligations, commitments and liabilities of and claims against the Vendors or for any and all obligations, commitments or liabilities of the Business and/or the Vendors related to the Assigned Contracts, other than the Retained Liabilities.

Section 2.03 Payment of Purchase Price. The Purchaser shall pay the purchase price as follows:

- (a) by setting off and cancelling the principal amount of USD\$ _____, being a portion of the debt owed by DTGI to the Purchaser under the PEL Loan Agreement;
- (b) by setting off and cancelling the principal amount of \$ _____, being a portion of the debt owed by DTGI to the Purchaser under the DIP Loan Agreement, including any accrued and unpaid interest on the entire DIP Loan Amount and any costs incurred by the PEL as interim lender;
- (c) by the payment, by certified cheque, bank draft, or wire transfer, of the Priority Payables Cash Amount and the Cure Cost Amount on the Closing Date (the payment of the Priority Payables Cash Amount and the Cure Cost Amount, together with the payment of the Wind-Down Cost Amount, are collectively referred to as, the “**Cash Payment**”) to the Monitor; and
- (d) by assumption of the Retained Liabilities,

(collectively, and as adjusted pursuant to Section 7.06, the “**Purchase Price**”).

Section 2.04 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as set forth in Schedule I (Purchase Price Allocation). The Vendors, the Monitor, Canadian Subco and US Subco, as applicable, agree to make all filings and returns under the *Income Tax Act* (Canada) and other applicable taxation statutes in accordance with such allocation. If the Parties do not agree on an allocation, each shall nonetheless file its tax returns with the relevant revenue authorities based on their own respective reasonable allocations.

ARTICLE III – POSSESSION

Section 3.01 Possession Date. On completion of the Transaction contemplated by this Agreement, Canadian Subco will have possession of the Purchased Shares, all of the Retained Contracts, and all of the Retained Assets, and US Subco will have possession of all of the US Assets and all of the Assigned Contracts, as of the Closing Date, free and clear of all Claims, Liabilities and Encumbrances except for the Permitted Encumbrances and the Retained Liabilities. For certainty, all of the foregoing shall be delivered on an “as is, where is” basis.

Section 3.02 Non-Assignable Assets. If any of the Purchased Shares, the US Assets or the Assigned Contracts are not transferable without the consent of a third party, the Vendors shall use commercially reasonable efforts to obtain such consent prior to the Closing Date, at the Purchaser’s sole cost and expense. For certainty, obtaining such consents shall not be a condition to closing. If such third party consent is not obtained within sixty (60) days of the Closing Date, then the Purchased Share, US Asset or Assigned Contract to which such consent relates shall be deemed to be an Excluded Asset or Excluded Contract, as applicable.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

Section 4.01 Purchaser’s Representations and Warranties. The Purchaser represents and warrants to the Vendors, as representations and warranties made as of the date hereof and as of the

Closing Date, with the intent that the Vendors will rely on such representations and warranties in entering into this Agreement:

- (a) each of the Purchaser, Canadian Holdco, Canadian Subco and US Subco is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to complete the Transaction contemplated hereunder;
- (b) each of the Purchaser, Canadian Holdco, Canadian Subco and US Subco has the corporate power and authority to enter into this Agreement and to perform each of their obligations under this Agreement;
- (c) Canadian Holdco is a wholly-owned subsidiary of the Purchaser;
- (d) Canadian Subco is a wholly-owned subsidiary of Canadian Holdco;
- (e) US Subco is a wholly-owned subsidiary of Canadian Holdco;
- (f) other than the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, execution, delivery and performance of this Agreement by the Purchaser, Canadian Holdco, Canadian Subco and US Subco do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority; and
- (g) none of the Purchaser, Canadian Holdco, Canadian Subco or US Subco is subject to any order of any Governmental Authority, nor are there any such orders threatened to be imposed by any Governmental Authority, which could affect the legality, validity or enforceability of this Agreement or the consummation of the Transaction contemplated hereby by the Purchaser, Canadian Holdco, Canadian Subco or US Subco.

Section 4.02 “As Is, Where Is” Purchase. The Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement and completing the Transaction contemplated herein, the Purchaser has relied and will continue to rely solely upon its own due diligence with respect to the Vendors, the Purchased Shares, the Retained Contracts, the Retained Assets, the US Assets and the Assigned Contracts;
- (b) the Purchased Shares, the Retained Contracts, the Retained Assets, the US Assets and the Assigned Contracts are being acquired or assumed on an “as is, where is” basis as of the Closing Date and without any representation or warranty, whether expressed or implied by this Agreement or at law, by the Vendors of any nature or kind whatsoever;
- (c) the Vendors make no representations or warranties concerning any statements made or information delivered or made available to the Purchaser (whether by the Vendors, Vendors’ Solicitors, the Monitor’s Solicitors or any other agents, representatives or advisors of the Vendors or any of their respective Affiliates, or any other Person) with respect to the Transaction, whether included as part of any due diligence matters or any other information disclosed to the Purchaser or otherwise; and
- (d) except as otherwise expressly provided for in this Agreement or in the Closing Documents, the Vendors shall have no obligations or responsibility to the Purchaser after the Closing Date with respect to any matter relating to the Purchased Shares, the Retained Contracts, the Retained Assets, the US Assets, or the Assigned Contracts, or the condition thereof. For greater certainty, nothing in this Section 4.02 shall relieve the Vendors of any

obligations, responsibilities, or covenants provided for in this Agreement expressly stated to survive Closing.

Section 4.03 Vendors' Representations and Warranties. The Vendors hereby represent and warrant to the Purchaser, as representations and warranties made as of the date hereof and as of the Closing Date, unless otherwise specified, with the intent that the Purchaser will rely on such representations and warranties in entering into this Agreement, that:

- (a) each Vendor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and, subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, has the requisite power and authority to enter into this Agreement and to complete the Transaction contemplated hereunder;
- (b) subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, each Vendor has taken all necessary corporate action to authorize the entering into and performance by them of this Agreement and completion of the Transaction will not breach any Applicable Laws with respect to the Vendors;
- (c) subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, this Agreement and all other documents contemplated hereunder to which any of the Vendors are or will be a party, have been, in the case of this Agreement, as at the Effective Date, or will be, in the case of all other documents, as at the Closing Date, duly and validly executed and delivered by such Vendors and constitute, in the case of this Agreement, upon obtaining the Reverse Vesting Order, the Recognition Order and the US Recognition of Vesting Order, or will, in the case of all other documents, as at the Closing Date, constitute legal, valid and binding obligations of the Vendors enforceable in accordance with the terms hereof or thereof;
- (d) subject to obtaining the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order, the Assigned Contracts are in full force and effect and in good standing with no amendments and there are no outstanding defaults or violations under any of those Assigned Contracts; and
- (e) the Vendors, other than DAI, are not non-residents of Canada for the purposes of the *Income Tax Act* (Canada).

Section 4.04 Survival. The provisions, representations and warranties contained in this ARTICLE IV shall merge on the earlier of the Closing Date or termination of this Agreement.

ARTICLE V – CONDITIONS PRECEDENT

Section 5.01 Vendors' Conditions. The Vendors' obligation to complete the Transaction contemplated by this Agreement is subject to the following conditions being fulfilled or performed:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Purchaser shall have performed in all material respects its obligations under this Agreement to the extent required to be performed at or prior to the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendors. If the conditions set out in this Section 5.01 have not been satisfied on or before the Closing Date, the Vendors may, with the written consent of

the Monitor, waive such conditions by written notice to the Purchaser, in whole or in part, without prejudice to any of its other rights under this Agreement and complete the Transaction or elect not to complete.

Section 5.02 Purchaser's Conditions. The Purchaser's obligation to complete the Transaction contemplated by this Agreement is subject to the following conditions being fulfilled or performed:

- (a) all representations and warranties of the Vendors contained in this Agreement shall be true in all material respects as of the Closing Date with the same effect as though made on and as of that date;
- (b) all necessary regulatory and material third-party approvals required to consummate the Transaction contemplated by this Agreement shall have been obtained by the Purchaser;
- (c) the Vendors or their Affiliates shall have terminated the employment of all Employees, and all Liabilities owing to any such terminated Employees in respect of such termination, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be and shall constitute Excluded Liabilities which, pursuant to the Reverse Vesting Order, shall be discharged as against the Vendors and transferred to ResidualCo; and
- (d) the Vendors shall have performed in all material respects each of their obligations under this Agreement to the extent required to be performed at or prior to the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. If the conditions set out in this Section 5.02 have not been satisfied on or before the Closing Date, the Purchaser may waive such conditions by written notice to the Vendors, in whole or in part, without prejudice to any of its other rights under this Agreement and complete the Transaction or elect not to complete.

Section 5.03 Mutual Conditions. The obligation of each of the Parties to complete the Transaction contemplated by this Agreement is subject to the following mutual conditions being fulfilled or performed:

- (a) the Monitor shall have provided its approval and endorsement of this Agreement, in writing;
- (b) no Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority, or otherwise in effect, that restrains or prohibits the completion of the Transaction;
- (c) no motion, action, or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction;
- (d) on or by June 23, 2023 or such later date as agreed by the Parties, the Vendors shall have sought and obtained an Order (the "**Reverse Vesting Order**") and the SAVO, both in a form and substance acceptable to the Purchaser and substantially in the form attached as Schedule H (Form of Reverse Vesting Order and SAVO) hereto, approving the Transaction contemplated by this Agreement, transferring and assigning all of the Excluded Assets, Excluded Contracts, and Excluded Liabilities, in and to ResidualCo, vesting or retaining clear title to the Purchased Shares and the US Assets, all Retained Assets, Assigned Contracts and Retained Contracts, in Canadian Subco, US Subco or the Companies (as applicable), free and clear of all Claims, Liabilities and Encumbrances except the Retained Liabilities and the Permitted Encumbrances, it being understood that the Reverse Vesting Order will be in form and substance generally applicable for transactions of a similar nature to the Transaction;

- (e) on or by July 7, 2023 or such later date as agreed by the Parties, the Vendors' Solicitors shall have completed all necessary steps to effect service of the Reverse Vesting Order on the service list maintained within the CCAA Proceedings, including, but not limited to, the Canada Revenue Agency, and any other Person(s) the Purchaser, acting reasonably, may designate in writing prior to such date;
- (f) the Reorganization Steps shall have been completed to the satisfaction of the Parties, acting reasonably;
- (g) customary releases acceptable to the Vendors and the Purchaser shall have been obtained in the Reverse Vesting Order for: (i) the current and former directors and officers of the Vendors, ResidualCo and the Vendors' Solicitors; (ii) the Monitor and the Monitor's Solicitors; (iii) the Purchaser and the Purchaser's Solicitors; and (iv) Canadian Holdco, Canadian Subco and US Subco;
- (h) as of the Closing Date, each of the US Recognition of Vesting Order, the Initial Recognition Order and the Recognition Order shall have been issued and entered by the US Bankruptcy Court and shall be Final Orders;
- (i) as of the Closing Date, the Reverse Vesting Order and SAVO shall each be a Final Order; and
- (j) the TSX Venture Exchange shall have approved the delisting of DTGI.

Section 5.04 Satisfaction of Conditions. The Parties agree that if the conditions in this ARTICLE V are not satisfied or waived on or before the Outside Date, then this Agreement will automatically terminate.

Section 5.05 CCAA Proceedings and Chapter 15 Proceedings. The Purchaser shall support the application for the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order. In the event any variation of the Reverse Vesting Order, the SAVO, the Recognition Order or the US Recognition of Vesting Order is sought or leave to appeal is sought, an appeal is taken, or a stay pending appeal is requested with respect to the Final Order, the Vendors or Monitor shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s).

ARTICLE VI – INTERIM PERIOD

Section 6.01 Pre-Closing Covenants. The Parties hereby mutually covenant and agree that the following steps shall be implemented on or before Closing:

- (a) DTGI shall incorporate ResidualCo;
- (b) DTGI shall, immediately upon the incorporation of ResidualCo, cause ResidualCo to become a Party to this Agreement by way of joinder, in a form satisfactory to the Purchaser in all respects, pursuant to which ResidualCo shall agree to become bound hereunder;
- (c) the Purchaser shall assign a portion of the debt owing to it pursuant to the PEL Loan Agreement and a portion of the debt owing to it pursuant to the DIP Loan Agreement to Canadian Holdco in exchange for a promissory note issued by Canadian Holdco in favour of the Purchaser with a principal amount of an equivalent amount of such transferred debt, and Canadian Holdco will subsequently assign portions of the debt owing to it pursuant to the PEL Loan Agreement and portions of the debt owing to it pursuant to the DIP Loan Agreement to Canadian Subco and US Subco, as applicable, in exchange for equity of

Canadian Subco and US Subco with a fair market value of an equivalent amount of such transferred debt;

- (d) the Purchaser shall transfer the Cash Payment to the Purchaser's Solicitors, in trust, no less than three (3) business days prior to Closing; and
- (e) the Purchaser's Solicitors shall transfer the Cash Payment to the Monitor's Solicitors on trust conditions at least one (1) business day prior to Closing, in accordance with Section 7.04,

Section 6.02 Pre-Incorporation Contract. The Parties hereby acknowledge and agree that this Agreement is a pre-incorporation contract and that the Vendors have entered into and hold this Agreement in trust, for and on behalf of ResidualCo. From and after the adoption of this Agreement by ResidualCo, it shall be bound as if it were an original signatory hereto. Upon Closing, the Vendors shall cease to be bound by such obligations.

Section 6.03 Interim Period Covenants. During the Interim Period, the Vendors shall use commercially reasonable efforts to:

- (a) not transport, remove or dispose of, and the Vendors shall not allow the transportation, removal or disposal of, any Retained Asset or US Asset out of their current locations or other offices except as contemplated by this Section 6.03;
- (b) subject to the terms of this Agreement, take steps to keep in good standing Permits and Licenses that are active as of the Effective Date;
- (c) comply with their respective obligations under all existing Retained Contracts and Assigned Contracts. The occurrence of a default or event of default that has not been waived or cured (other than a default or event of default arising out of the initiation of the CCAA Proceedings) under any of the Retained Contracts or Assigned Contracts shall constitute a breach of covenant under this Agreement;
- (d) provide the Purchaser with a complete and accurate list of all Inventory and equipment for inclusion in Schedule C (Retained Assets) and Schedule F (US Assets);
- (e) limit sales of Inventory to those sales made in accordance with Retained Contracts and Assigned Contracts;
- (f) permit one or more security guards, to be engaged by the Purchaser at the Purchaser's own cost and expense, to enter upon, patrol, and monitor the premises of the Vendors, the Business, and all commercial structures located on the premises of the Vendors, if requested in writing by the Purchaser provided such does not interfere with the Business or operations of the Vendors; and
- (g) keep the Purchaser fully informed of any material developments relating to the Vendors or the Business.

Section 6.04 Access During Interim Period. During the Interim Period, the Vendors shall give, or cause to be given, to the Purchaser and its Representatives unlimited access to the Retained Assets and the US Assets, including their Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets and the US Assets as the Purchaser deems reasonably necessary or desirable to further familiarize themselves with the Business, the Retained Assets and the US Assets. Without limiting the generality of the foregoing, the Purchaser and their Representatives shall be permitted full and unlimited access to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees.

Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk, and without undue interference with the Business and the Vendors shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser and their Representatives.

Section 6.05 Risk of Loss and Casualty. Until the Closing Date, but subject to Section 6.04, all of the Retained Assets and US Assets will be at the risk of the Vendors. If, before the Closing Date, any material portion of the Retained Assets or US Assets are destroyed or damaged or are appropriated, expropriated or otherwise, the Vendors will promptly notify the Purchaser, who shall have the option, exercisable by notice in writing: (a) to complete the Transaction, in which event all proceeds of any insurance (including business interruption insurance) relating to the applicable destroyed Retained Assets or US Assets will be immediately payable to the Purchaser upon receipt by the Vendors; or (b) to terminate this Agreement.

Section 6.06 Retained and Excluded Assets. The Purchaser may, on written notice to the Vendors and the Monitor, at any time and from time to time prior to the Closing Date, as part of the Transaction, elect to exclude any business, property, assets or undertaking (other than Inventory) of any of the Vendors from the Retained Assets or the US Assets, in which case, such business, property, asset or undertaking shall form part of the Excluded Assets, as applicable, and be realized upon by ResidualCo as part of the CCAA Proceedings or otherwise, with the approval of the Monitor or of the Court. For greater certainty, no such additional exclusions to or amendments of the Retained Assets or US Assets shall have the effect of amending or varying the Purchase Price.

Section 6.07 Retained, Excluded and Assigned Contracts. The Vendors will provide to the Purchaser copies of all of the Contracts to which any of the Vendors are a counterparty to on or before 5:00 p.m. (Calgary time) on June 15, 2023. The Purchaser may, on written notice to the Vendors and the Monitor, at any time and from time to time prior to the Closing Date, as part of the Transaction elect to include any Contract as a Retained Contract or Assigned Contract (in which case the applicable Liabilities under such additional Contracts arising after the Closing Date shall either be, as applicable, deemed to be Retained Liabilities and shall not be transferred to and assumed by ResidualCo or such Cure Costs shall be paid as part of this Transaction in respect of the Assigned Contracts) or deem such Contract to be an Excluded Contract (in which case such Contract shall be transferred to and assumed by ResidualCo). For greater certainty, no additional inclusions to or amendments of the Retained Contracts, Assigned Contracts or Excluded Contracts shall have the effect of amending or varying the Purchase Price. Notwithstanding any other provision of this Agreement, none of the Purchaser, Canadian Holdco, Canadian Subco or US Subco shall assume, nor have any liability or obligations under any of the Excluded Contracts, at any time.

Section 6.08 Retained and Excluded Liabilities. The Purchaser may, on written notice to the Companies and the Monitor, at any time and from time to time prior to the Closing Date, as part of the Transaction elect to include any Liability of any of the Companies as a Retained Liability (in which case such Liability shall be retained by such Company and shall not be transferred to and assumed by ResidualCo) or an Excluded Liability (in which case such Liability shall be transferred to and assumed by ResidualCo). For greater certainty, no additional inclusions to or amendments of the Retained Liabilities or Excluded Liabilities shall have the effect of amending or varying the Purchase Price. Notwithstanding any other provision of this Agreement, and in conformity with the Reverse Vesting Order, none of the Purchaser, Canadian Holdco, Canadian Subco, US Subco and the Companies shall retain, assume, nor have any liability or obligations under, any of the Excluded Liabilities after the Closing Date, and the Companies shall be forever irrevocably released and discharged from same.

ARTICLE VII – CLOSING

Section 7.01 Vendors' Closing Deliverables. On or before the Closing Date, the Vendors will deliver, or cause the Vendors' Solicitors to deliver, to the Purchaser's Solicitors in trust to be held in escrow as provided in this Agreement, the following documents duly executed as applicable:

- (a) a true copy of the entered Reverse Vesting Order, the Recognition Order and the US Recognition of Vesting Order, each of which shall be a Final Order;
- (b) the Books and Records of each of the Vendors;
- (c) share certificates or similar documents representing all of the issued and outstanding shares of DEGL;
- (d) share certificates or similar documents representing all of the issued and outstanding shares of DAL;
- (e) share certificates or similar documents representing all of the issued and outstanding shares of DSL held by DTGI;
- (f) a share certificate or similar document representing the DTGI Share;
- (g) resignation letters, effective as of the Closing Date, executed by each of the officers, directors, and responsible persons nominated, elected, or appointed to the board of, each of DEGL, DAL, DAI, DSL and DTGI;
- (h) certificate dated as of the Closing Date from the Vendors, confirming that all of the Vendors' representations and warranties contained in this Agreement are true in all material respects as of the Closing Date, with the same effect as though made at and as of the Closing Date, and that the Vendors' covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been, duly observed and performed in all material respects;
- (i) a copy of the TSX Venture Exchange bulletin confirming the delisting of DTGI;
- (j) written confirmation to the Monitor that all conditions of Closing have been satisfied or waived; and
- (k) such other documents and assurances as the Purchaser may reasonably require to give full effect to the intent and meaning of this Agreement.

Section 7.02 Purchaser's Closing Deliverables. On or before the Closing Date, the Purchaser will deliver, or cause the Purchaser's Solicitors to deliver, to the Vendors' Solicitors or the Monitor's Solicitors, in trust to be held in escrow, the following documents duly executed as applicable:

- (a) funds in an amount equal to the Cash Payment, by certified cheque, bank draft, or wire transfer;
- (b) completed copies of all schedules to this Agreement, as may be modified by the Purchaser prior to Closing in accordance with ARTICLE VI;
- (c) certificate dated as of the Closing Date of a senior officer of the Purchaser confirming that all of the Purchaser's representations and warranties contained in this Agreement are true in all material respects as of the Closing Date, with the same effect as though made at and as of the Closing Date, and the Purchaser's covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been duly observed and performed in all material respects;
- (d) a subscription agreement for the DTGI Share;
- (e) a customary GST declaration and indemnity;

- (f) written confirmation to the Monitor that all conditions of Closing have been satisfied or waived; and
- (g) such other documents and assurances as the Vendors may reasonably require to give full effect to the intent and meaning of this Agreement.

Section 7.03 Closing Escrow.

- (a) The Closing Documents and the Cash Payment will be held in trust by the Vendors' Solicitors, the Monitor's Solicitors, and the Purchaser's Solicitors, as applicable, until completion of Closing on the Closing Date in accordance with this Agreement, promptly after which the Parties shall release their respective Closing Documents and the Monitor shall release and utilize the cash portion of the Purchase Price to pay all Cure Costs and Priority Payables in accordance with the Reorganization Steps.
- (b) Following completion of Steps 1-14 of the Reorganization Steps, the Monitor shall deliver to the Purchaser, and file with the Court, the executed PEL Transaction Certificate (as defined in the Reverse Vesting Order), and the Monitor's Closing Certificate (as defined in the SAVO), as applicable, and the Monitor shall have no personal or corporate liability to the Parties in connection therewith.

Section 7.04 Closing Steps. The Parties hereby, jointly and severally (provided that this Section 7.04 may be modified with the consent of the Vendors, the Vendors' Solicitor, the Purchaser, the Purchaser's Solicitor, the Monitor and the Monitor's Solicitor), acknowledge and agree that, upon receipt of all of the closing deliverables set out in this ARTICLE VII, the Reorganization Steps shall occur in accordance with the steps set out on Schedule J (Reorganization Steps).

Section 7.05 Termination. Notwithstanding any other provision of this Agreement, if the Transaction contemplated by this Agreement does not complete on or prior to the Outside Date:

- (a) by reason of the Vendors' default, then the Purchaser may terminate this Agreement with written notice delivered to the Vendors, and thereafter the Vendors shall have no further liability to the Purchaser under or related to this Agreement, and the Purchaser shall have no further claim under or related to this Agreement; or
- (b) by reason of the Purchaser's default, then the Vendors may terminate this Agreement with written notice delivered to the Purchaser, and thereafter the Purchaser shall have no further liability to the Vendors under or related to this Agreement (other than as specified herein), and the Vendors shall have no further claim under or related to this Agreement.

Section 7.06 Wind-Down Cost Amount and Priority Payables Accounting. The Wind-Down Cost Amount will be held by the Monitor, in trust, and shall only be used to pay the reasonable costs required to terminate the CCAA Proceedings and wind-down the estate of ResidualCo in the CCAA proceedings (the "**Remaining CCAA Estate**"), including the administration of any bankruptcy in respect of the Remaining CCAA Estate (collectively, the "**Wind-Down Costs**"). It is understood and agreed that: (a) the balance, if any, remaining in respect of the Wind-Down Cost Amount after payment of the Wind-Down Costs shall be returned to the Purchaser once the administration of the Remaining CCAA Estate and the bankruptcy estate of ResidualCo is completed; and (b) upon the completion of payment of the Priority Payables by the Monitor, the Monitor shall provide the Purchaser with an accounting of the Priority Payables and, in the event that any part of the Priority Payables Cash Amount remains after the satisfaction of the Priority Payables, such remaining part of the Payables Cash Amount (if any) shall be returned to the Purchaser (the "**Priority Payables Accounting**"). For greater certainty, this Section 7.06 shall survive the Closing of this Agreement.

ARTICLE VIII – TAXES

Section 8.01 GST. Canadian Subco represents and warrants to the Vendors that it is and will be, as of the Closing on the Closing Date, registered for the purposes of Part IX of the *Excise Tax Act* (Canada) (the “ETA”) and will assume responsibility to account for, report and remit any goods and services tax and harmonized sales tax (collectively, the “GST”) payable under the ETA in connection with the Transaction contemplated by this Agreement. Canadian Subco agrees, represents and warrants to the Vendors that the Vendors will not be required to collect from the Purchaser or Canadian Subco nor report or remit, any GST in connection with the Transaction contemplated by this Agreement. The Purchaser shall indemnify and hold the Vendors and their directors, officers, employees, advisors and agents harmless from any liability under the ETA arising as a result of any breach of this Section 8.01, or any declaration made therein and such indemnity shall survive the completion of the Transaction contemplated by this Agreement.

Section 8.02 Provincial Sales Tax. Canadian Subco acknowledges that it may be liable to pay provincial sales tax in respect of some or all of the Purchased Shares, the Retained Contracts, or the Retained Assets and, if required, it will report and remit as required by applicable law any such sales tax that is due directly to the applicable taxing authority. The Purchaser shall indemnify and hold the Vendors and their directors, officers, employees, advisors and agents harmless from any liability related to the Vendors’ failure to account for, report and remit such provincial sales tax and such indemnity shall survive the completion of the Transaction contemplated by this Agreement.

Section 8.03 Tax Elections. Notwithstanding the above, the Vendors will cooperate with the Purchaser, Canadian Subco and US Subco to execute any election available under Applicable Law that may reduce or defer the amount or due date of any GST or other tax payable by the Purchaser, Canadian Subco or US Subco provided such election will not result in any increased cost or tax liability for the Vendors.

Section 8.04 Other Taxes. Canadian Subco shall be responsible for all transfer taxes, fees and expenses in connection with the registration of the Final Order or transfer of the Purchased Shares.

ARTICLE IX – GENERAL

Section 9.01 Monitor Liability. The Purchaser acknowledges and agrees that the Monitor shall incur no personal liability under this Agreement, including without limitation due to any incorrect representation or warranty, or due to any breach or failure to observe any covenant or term of this Agreement, and that the Purchaser’s sole recourse under this Agreement is to and against the Vendors.

Section 9.02 Further Assurances. Each Party shall execute and deliver all such further documents and do such further acts and things, at their own cost and expense, as may be reasonably required from time to time to give effect to this Agreement.

Section 9.03 Undertaking of the Vendors. The Vendors covenant and undertake to use commercially reasonable efforts to provide to the Purchaser all information reasonably required by the Purchaser in order to consider, analyze and complete or modify the Schedules to this Agreement prior to the Closing Date, including, without limitation, a list of what they consider to be material Contracts, US Assets, Retained Assets and Personal Property (including, without limitation, Intellectual Property and Inventory) according to their Books and Records, and their financial and tax information.

Section 9.04 No Merger. The execution and delivery of the Closing Documents is not intended to and will not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the Parties contained in this Agreement other than the obligation to deliver the Closing Documents.

Section 9.05 Entire Agreement. This Agreement constitutes the entire agreement between the Vendors and the Purchaser pertaining to the Transaction and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendors and the Purchaser, and there are no representations, warranties, covenants or agreements between the Vendors and Purchaser except as set out in this Agreement.

Section 9.06 Obligations as Covenants. Each agreement and obligation of the Parties in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.

Section 9.07 Amendment. This Agreement may only be altered or amended by an agreement in writing executed by all of the Parties.

Section 9.08 Notices. Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and delivered by hand or electronic transmission as follows:

- (a) if to the Purchaser:

Promising Expert Limited

11/F., Capital Centre
151 Gloucester Road
Wanchai, Hong Kong

Attention: Huang Chao
Email: huangchao@shimaowuyuan.com

with a copy to the Purchaser's Solicitors:

Dentons Canada LLP

15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: George Tai
Email: george.tai@dentons.com

- (b) if to Canadian Holdco, Canadian Subco or US Subco:

c/o Dentons Canada LLP
15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: James Chui
Email: jameschui@126.com

with a copy to Canadian Holdco's, Canadian Subco's and US Subco's solicitors:

Dentons Canada LLP

15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: George Tai
Email: george.tai@dentons.com

(c) if to the Vendors:

717 Jarvis Avenue
Winnipeg, MB R2W 3B4

Attention: Guy Nelson/Allan Francis
Email: gnelson@dynamictechgroup.com/afrancis@dynamictechgroup.com

with a copy to the Vendors' Solicitors:

MLT Aikins LLP
2100, 222 – 3rd Avenue SW
Calgary, AB T2P 0B4

Attention: Ryan Zahara/John Brigidear
Email: rzahara@mltaikins.com/jbrigidear@mltaikins.com

(d) if to the Monitor:

FTI Consulting Canada Inc.
1610, 520 – 5th Ave SW
Calgary, AB T2P 3R7 Canada

Attention: Deryck Helkaa/Dustin Olver
Email: Deryck.Helkaa@fticonsulting.com/Dustin.Olver@fticonsulting.com

with a copy to the Monitor's Solicitors:

Burnet, Duckworth & Palmer LLP
525 8 Ave SW #2400
Calgary, AB T2P 1G1

Attention: David Legeyt/Ryan Algar
Email: dlegeyt@bdplaw.com/ralgar@bdplaw.com

or to such other address as either Party may in writing advise. Any notice, document or communication will be deemed to have been given on the Business Day when delivered by hand if delivered prior to 5:00 p.m. (Calgary time), or otherwise will be deemed to be delivered and received on the next Business Day.

Section 9.09 Fees. Each Party shall pay its own legal fees and fees of its consultants. The Purchaser shall pay all of its own registration costs.

Section 9.10 Time. Time is of the essence of this Agreement. If anything is required to be done under this Agreement on a day which is not a Business Day, the same shall be done on the next following Business Day.

Section 9.11 Enurement. This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 9.12 Assignment. The Parties are not entitled to assign their rights and obligations under this Agreement except with the prior written consent of the other Party.

Section 9.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 9.14 Waiver. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.

Section 9.15 Confidentiality. Except as may be required in the CCAA Proceedings, the Parties shall not disclose the existence of nor the contents of this Agreement to any third party, except their respective directors, officers, employees, agents or advisors, including lawyers, accountants, consultants, bankers, lenders, and financial advisors (collectively, the “**Authorized Parties**”), without the prior written consent of the other Party, not to be unreasonably withheld, provided that such consent is not required in the case of disclosure required by law or disclosure by either Party to enforce any of its rights under this Agreement or to obtain necessary consents under this Agreement. The Parties will instruct their respective Authorized Parties to comply with the provisions of this Section 9.15 and the Parties will be responsible for any breach of the provisions of this Section 9.15 by their respective Authorized Parties. This Section 9.15 does not apply to public information or information in the public domain at the time that such information is obtained, information in the possession of a Party not provided by the other Party, or information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligation. The provisions of this Section 9.15 shall supersede the confidentiality provisions of any non-disclosure or confidentiality agreements entered into by the Parties with respect to the Purchased Shares, the US Assets and the Transaction contemplated by this Agreement.

Section 9.16 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are Canadian dollars.

Section 9.17 Construction. The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

Section 9.18 Counterparts and Execution. This Agreement may be executed in counterparts and delivered by electronic transmission including by PDF format, and each such counterpart will constitute an original and all such counterparts together will constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties are executing this Agreement as of the date first set out above.

DYNAMIC TECHNOLOGIES GROUP INC.

Per: 
Authorized Signatory

DYNAMIC ENTERTAINMENT GROUP LTD.

Per: 
Authorized Signatory

DYNAMIC ATTRACTIONS LTD.

Per: 
Authorized Signatory

DYNAMIC STRUCTURES LTD.

Per: 
Authorized Signatory

DYNAMIC ATTRACTIONS INC.

Per: 
Authorized Signatory

PROMISING EXPERT LIMITED

Per: _____
Authorized Signatory

2523613 ALBERTA LTD.

Per: _____
Authorized Signatory

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Authorized Signatory

DYNAMIC ENTERTAINMENT GROUP LTD.

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DYNAMIC STRUCTURES LTD.

Per: _____
Authorized Signatory

DYNAMIC ATTRACTIONS INC.

Per: _____
Authorized Signatory

PROMISING EXPERT LIMITED

Per:  _____
Authorized Signatory

2523613 ALBERTA LTD.

Per:  _____
Authorized Signatory

15102545 CANADA INC.

Per: 
Authorized Signatory

PEL DYNAMIC ACQUISITION (US) CORP.

Per: 
Authorized Signatory

SCHEDULE A

EXCLUDED ASSETS

1. All interests of DTGI, DEGL, DAL and/or DSL in the Cash Payment other than the Cure Cost Amount.
2. All Excluded Contracts.
3. All of the issued and outstanding securities in the capital of Qiguang Dynamic Steel Structures Ltd. that are owned by DTGI.
4. All of the issued and outstanding securities in the capital of DAI that are owned by DTGI.
5. All of the issued and outstanding securities in the capital of ResidualCo that are owned by DTGI.
6. All of the issued and outstanding securities in the capital of Dynamic Attractions (HK) Ltd. that are owned by DTGI.
7. All assets and Personal Property owned by Dynamic Attractions (HK) Ltd.

SCHEDULE B
PERMITTED ENCUMBRANCES

None.

SCHEDULE C

RETAINED ASSETS

1. All cash, bank balances, moneys in possession of banks, the Monitor and other depositories, term or time deposits and similar cash items, owned or held by or for the account of DTGI, DEGL, DAL or DSL except for Wind-Down Cost Amount and Priority Payable Cash Amount.
2. All Receivables, claims, and choses in action of DTGI, DEGL, DAL or DSL.
3. For greater certainty, all tax pools of DTGI, DEGL, DAL and DSL.
4. The Books and Records of DTGI, DEGL, DAL and DSL.
5. All of the issued and outstanding securities in the capital of High Express Holdings (US) Inc. that are owned by DEGL.
6. All Intellectual Property of DTGI, DEGL, DAL and DSL, including, without limitation:
 - (a) attraction designs (complete):
 - (i) Flying theatres;
 - (ii) Motion theatres;
 - (iii) SFX Coaster/tricks (side slide, tilt & drop, elevator drop, tumble table); and
 - (iv) Robotic track ride;
 - (b) attraction designs (in process):
 - (i) Tracked and trackless AGV; and
 - (ii) Flight Cycle;
 - (c) Assorted attraction/component design libraries;
 - (d) Film libraries, including, without limitation:
 - (i) Film taken for SkyFly; and
 - (ii) Avalanche film;
 - (e) Library of attraction themes, storyline;
 - (f) Creative tools/libraries for creating walkthroughs, images of attractions;
 - (g) Contact lists of potential suppliers of theming/media creation services;
 - (h) Pipeline of co-venture opportunities, including, without limitation:
 - (i) Monterey, IMAX Theater facility;
 - (ii) San Juan, Puerto Rico;

- (iii) Lompoc, California;
 - (iv) Highway 407, Pigeon Force;
 - (v) Guangzhou Media Building;
 - (vi) Shanghai Tunnel; and
 - (vii) CN Tunnel, Toronto.
7. All interests of DAL in the cash proceeds received by DAL in connection with:
- (a) the asset purchase agreement (the “**Infinity APA**”) dated May 17, 2023 between DAL and Infinity Asset Solutions Inc. (“**Infinity**”); and
 - (b) the auction services agreement (the “**Infinity ASA**”) dated May 25, 2023 between DAL and Infinity.
8. All interests of DAL in the cash proceeds received by DAL in connection with the equipment sale agreement dated June 1, 2023 between DAL and Universal City Development Partners Ltd. (the “**Universal ESA**”).
9. All Inventory of DTGI, DEGL, DAL and DSL, including, without limitation:
- (a) All Inventory held at Velocity Magnetics (Genting AVP project); and
 - (b) All Inventory related to Genting SOA project.
10. All equipment used in connection with the Business, including, without limitation:
- (a) Electronic equipment, including computer systems and peripherals, phone systems, photocopiers;
 - (b) Office furniture and fixtures;
 - (c) Office supplies; and
 - (d) Websites, e-mail systems.
11. All ISO certifications held by the Vendors.
12. All other assets and Personal Property of DTGI, DEGL, DAL and DSL that are not designated as Excluded Assets by the Purchaser, prior to Closing.

SCHEDULE D

RETAINED CONTRACTS

1. All policies of insurance maintained by DTGI, DEGL, DAL and/or DSL.
2. All (i) credit card facility agreements, security and guarantees in support there and (ii) operating agreements in respect of DTGI, DEGL, DAL, and DSL in effect with Canadian Imperial Bank of Commerce ("**CIBC**"), which includes, the following:
 - a. Amended and restated credit agreement dated April 17, 2019, but only with respect to the Demand Visa Credit Facility therein;
 - b. Guarantee entered into by Dynamic Entertainment Group Ltd. in favour of CIBC;
 - c. Guarantee entered into by Dynamic Attractions Ltd. in favour of CIBC;
 - d. CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated October 10, 2013; and
 - e. Special Arrangements Service Fees Agreement dated June 19, 2019.

("CIBC Retained Contracts")

For greater certainty, the CIBC Retained Contracts do not include any obligations or agreements in respect of the Letters of Credit CIBC had previously issued to Genting Malaysia Berhad, Lotte World Adventure (Shenyang) Co., and Theme Parks LLC.

3. All agreements, memorandums of understanding, letters of intent or similar documents related to co-venture projects between DEGL and third parties, including without limitation:
 - (a) Memorandums of Understanding with potential co-venture/financing partners:
 - (i) Rio de Janeiro, Sugar Loaf Mountain; and
 - (ii) Niagara Falls, Planet Hollywood;
 - (b) Territorial Agreements (signed):
 - (i) Paradox Studios (Gulf Cooperation Council);
 - (c) Territorial Agreements (under discussion):
 - (i) Hawaii;
 - (ii) Australia;
 - (iii) Japan; and
 - (iv) India;
 - (d) All software licenses, including, without limitation:
 - (i) Microsoft;

- (ii) Sage; and
- (iii) AutoCad;
- (e) Real Property Leases and associated facility operation contracts (i.e., phone, internet, etc.):
 - (i) Winnipeg Facility, leased pursuant to a lease agreement dated May 31, 2021 between DAL and Dynamic Machine Corporation;
- (f) Certain non-disclosure agreements with the following parties:
 - (i) Canadian Niagara Hotels (Niagara Falls)- expires February 16, 2024;
 - (ii) Bondhino (Rio)- expires July 12, 2029;
 - (iii) Bharti Land Limited (India)- expires November 30, 2024;
 - (iv) Guangdong Jinma - expires January 1, 2030;
 - (v) Scenario - expires February 13, 2030;
 - (vi) MiConcept- expires December 22, 2029;
 - (vii) JLL Saudi- expires May 18, 2028;
 - (viii) Halcrow International Partnership Dubai- expires May 24, 2028;
 - (ix) Maadfam Studios Mumbai- expires June 13, 2030; and
 - (x) ICON Park - expires June 22, 2027.

SCHEDULE E

RETAINED LIABILITIES

1. All Liabilities under the Retained Contracts.
2. All Liabilities under the Assigned Contracts.
3. The High Express Debt.
4. All liabilities of DTGI, DEGL, DAL and DSL related to Taxes for any tax period or portion thereof beginning on or after the Filing Date excluding, for the avoidance of doubt, (a) all income tax or similar liabilities of any of DTGI, DEGL, DAL and/or DSL for any tax period ending prior to the Filing Date, and (b) any Tax or similar liability directly and solely related to the Excluded Assets, Excluded Liabilities or Excluded Contracts, or any of them.

SCHEDULE F

US ASSETS

1. All cash, bank balances, moneys in possession of banks, the Monitor and other depositories, term or time deposits and similar cash items, owned or held by or for the account of DAI except for amounts related to the Cure Cost Amount and the Wind-Down Cost Amount.
2. The Assigned Contracts.
3. All Receivables, claims, and choses in action of DAI.
4. The Books and Records of DAI.
5. All Intellectual Property of DAI.
6. All Inventory of DAI.
7. All equipment owned by DAI and used in connection with the Business.
8. All other assets and Personal Property of DAI.

SCHEDULE G

ASSIGNED CONTRACTS

1. All policies of insurance maintained by DAI.
2. Lease for the Orlando Facility which is leased under an agreement between DAI and EastGroup Properties, L.P. dated April 23, 2015 and associated facility operation contracts (i.e., phone, internet, etc.).
3. Lease for the Dallas Facility which is leased under an agreement between DAI and Andrews-Dillingham Properties, Ltd. dated October 17, 2013 and associated facility operation contracts (i.e., phone, internet, etc.).

SCHEDULE H

FORM OF REVERSE VESTING ORDER AND SAVO

(see attached)

SCHEDULE I

PURCHASE PRICE ALLOCATION

| <u>Purchased Asset(s)</u> | <u>Allocation of Purchase Price</u> |
|----------------------------------|--|
| Purchased Shares | 66.67% of Purchase Price |
| US Assets | 33.33% of Purchase Price |

SCHEDULE J

REORGANIZATION STEPS

The following steps and transactions to be affected pursuant to this Agreement, the Reverse Vesting Order, the SAVO, the Recognition Order and the US Recognition of Vesting Order shall occur, and be deemed to have occurred, in the following order in five (5) minute increments (unless otherwise noted herein or agreed to by the Parties), without any further act or formality on the Closing Date beginning at the time of Closing:

1. The Purchase Price shall be delivered by the Purchaser, for and on behalf of Canadian Subco and US Subco, to the Monitor, for the benefit of the Vendors, and then immediately following Step 4, the Purchase Price shall be, and shall be deemed to be held by the Monitor for the benefit of ResidualCo (other than the Cure Cost Amount).
2. All Employees shall be terminated.
3. Any directors of the Vendors immediately prior to Closing Date shall be deemed to resign and Guy Nelson shall be deemed to be appointed as director of each of the Vendors.
4. All of the Vendors' right, title and interest in and to the Excluded Assets (including for certainty, the right to receive the Purchase Price (other than the Cure Cost Amount) 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.
5. Concurrently with Step 4 above, all the Excluded Assets, Excluded Liabilities (including, for certainty, all Priority Payables), and Excluded Contracts shall be novated and become obligations of ResidualCo and not Liabilities or obligations of the Companies.
6. Concurrently with Step 5 above, the Companies shall be forever released and discharged from all Excluded Liabilities, and all Encumbrances securing the Excluded Liabilities shall be forever released and discharged in respect of the Companies and the Retained Assets.
7. The US Assets shall be transferred to and vested in US Subco free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities, but only as they pertain to the Assigned Contracts.
8. The Cure Cost Amount will be disbursed by the Monitor to the applicable counterparties and the Assigned Contracts shall be transferred to and assumed by US Subco.
9. Pursuant to Section 192 of the *Business Corporations Act* (Alberta), the Reverse Vesting Order shall constitute an "order for reorganization" that has the effect of: (a) lifting the effect of the Cease Trade Order for the limited purpose of completing the DTGI reorganization steps; (b) authorizing DTGI to issue one common share in the capital of DTGI (the "**DTGI Share**") to Canadian Subco in exchange for \$1.00 notwithstanding any constraints under Applicable Law; and (c) cancelling for no consideration, all of the issued and outstanding securities in the capital of DTGI other than the DTGI Share.
10. Pursuant to Section 191 of the *Canada Business Corporations Act*, the Reverse Vesting Order shall constitute a court order for "reorganization" that has the effect of cancelling for no consideration, all of the issued and outstanding securities in the capital of DSL held by Persons other than DTGI.
11. Canadian Subco shall subscribe for, and DTGI shall issue the DTGI Share to Canadian Subco.

12. The Purchased Shares (other than the DTGI Share) shall be transferred to and vested in Canadian Subco free and clear of all Claims, Liabilities and Encumbrances, except for the Permitted Encumbrances and the Retained Liabilities.
13. The remaining Cash Payment shall be disbursed by the Monitor to pay the Priority Payables and any Wind-Down Cost Amount incurred in respect of or on behalf of ResidualCo.
14. DTGI, DAL, DEGL, and DSL shall each cease to be a petitioner in the CCAA proceedings and shall be deemed released from the purview of all Orders granted in the CCAA Proceedings. ResidualCo shall replace DTGI, DAL, DEGL, and DSL as petitioner in the CCAA Proceedings and shall be subject to the terms of all Orders granted in the CCAA Proceedings.
15. The Monitor's powers shall be enhanced in respect of DAI and ResidualCo, including the authority to authorize and direct ResidualCo to make an assignment in bankruptcy and the Monitor shall be authorized to be appointed as trustee in bankruptcy of the estate of ResidualCo.
16. DTGI shall cease to be a reporting issuer by order of the Alberta Securities Commission and the Ontario Securities Commission under the securities legislation of the jurisdictions in which DTGI is a reporting issuer and, concurrently with the order, a full revocation of the Cease Trade Order, upon completion of the issuance of the DTGI Share, provided that, a certified filed copy of the Reverse Vesting Order and the SAVO have been provided to the Alberta Securities Commission and the Ontario Securities Commission in advance of the issuance of the DTGI Share.
17. As and when the Purchaser sees fit, DTGI shall be continued into the jurisdiction of Canada and become a corporation governed by the *Canada Business Corporations Act* (the "**Continuance**") and the Reverse Vesting Order shall specifically authorize such Continuance.
18. As and when the Purchaser sees fit, Canadian Subco will amalgamate with DTGI, DAL, DSL and DEGL (the "**Amalgamation**") and the Reverse Vesting Order shall specifically authorize such Amalgamation.

(such steps being referred to as, the "**Reorganization Steps**").

THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF ALLAN FRANCIS
SWORN BEFORE ME AT CALGARY, ALBERTA
This 23th day of June, 2023



Kaitlin H. Ward

A Notary Public in and for the Province of Alberta

**KAITLIN H. WARD
BARRISTER & SOLICITOR**

TRANSACTION JOINDER AGREEMENT

TO: Dynamic Technologies Group Inc., Dynamic Entertainment Group Ltd., Dynamic Attractions Ltd., Dynamic Structures Ltd., Dynamic Attractions Inc., Promising Expert Limited, 2523613 Alberta Ltd., 15102545 Canada Inc. and PEL Dynamic Acquisition (US) Corp. (the "Transaction Parties")

RE: Transaction Agreement dated June 23, 2023 among the Transaction Parties (the "Transaction Agreement")

1. Capitalized terms used in this Transaction Joinder Agreement (the "**Agreement**") but not otherwise defined herein shall have the meanings given to them in the Transaction Agreement.
2. 2524604 Alberta Ltd. ("**252**") has received a copy of and reviewed the Transaction Agreement.
3. 252 agrees to be bound by the terms of the Transaction Agreement as "ResidualCo" as of the date of this Agreement and undertakes to perform and abide by each and every covenant of ResidualCo contemplated in the Transaction Agreement.
4. All notices required or contemplated by the Transaction Agreement to be provided to ResidualCo shall be provided to the address of the Vendors in accordance with Section 9.08 of the Transaction Agreement.
5. This Agreement will be construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
6. This Agreement together with the Transaction Agreement constitutes the entire agreement between the Transaction Parties and 252 with respect to the subject matter referred to herein.
7. This Agreement may be simultaneously executed and delivered in counterparts (including counterparts executed electronically), each of which when so executed and delivered will be deemed to be an original, and such counterparts together will constitute one and the same agreement.

DATED this 23 day of June, 2023.

2524604 ALBERTA LTD.

Per:



Name: Guy Nelson

Title: Authorized Signatory