

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 AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

SUPPLEMENT TO THE THIRD AFFIDAVIT OF ALLAN FRANCIS
Sworn June 1, 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. All capitalized terms not otherwise defined herein shall have the same meaning as within my Affidavit sworn on March 8, 2023 (the "First Affidavit"), my Affidavit sworn on March 14, 2023



(the “**Second Affidavit**”), my supplemental Affidavit sworn on March 16, 2023 (the “**Supplemental Affidavit**”), and my Affidavit sworn on May 16, 2023 (the “**Third Francis Affidavit**”); together with the First Affidavit, the Second Affidavit and the Supplemental Affidavit, the “**Francis Affidavits**”).

4. This Affidavit is supplemental to the Third Francis Affidavit and all capitalized terms not otherwise defined herein shall have the meaning given to them in the Third Francis Affidavit.

5. Unless otherwise indicated, monetary references in this affidavit are references to Canadian dollars.

Universal Transaction

6. The documents associated with the Universal Transaction have been finalized and executed. Attached hereto and marked as **Exhibit “1”** are copies of the Universal Documents.

7. DAL believes that the Universal Transaction should be approved and is in the best interests of the Applicants and their stakeholders.

Infinity Auctions Services Agreement

8. As a supplement to the Infinity APA, DAL and Infinity have entered into a separate auction services agreement (the “**Infinity ASA**”) dated May 25, 2023 in respect of any residual assets that DAL and Infinity may agree to add to the Auction being held on the Premises. Attached hereto and marked as **Exhibit “2”** is a copy of the Infinity ASA.

9. There is no specific asset list for the Infinity ASA but the agreement will be utilized to ensure as many assets of DAL as possible are monetized during the Auction being conducted by Infinity at the Facility.

10. DAL is seeking approval of the Infinity ASA in conjunction with the Infinity APA in order to be able to transfer title to those residual assets free and clear of any claims of creditors to the ultimate purchasers at auction.

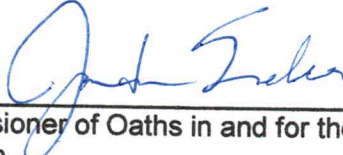
CONCLUSION

11. The Applicants have been acting in good faith and with due diligence during the pendency of the CCAA proceedings.



12. I swear this Supplemental Affidavit in support of an Application for approval of the Infinity APA, the Infinity ASA, the Universal Transaction, and a declaration pursuant to WEPPA that section 3.2 of the WEPP Regulations applies to the Applicants and their former employees.

SWORN BEFORE ME at Calgary, Alberta,
this 1st day of June 2023.



Commissioner of Oaths in and for the Province
of Alberta

JORDAN S. EELES
STUDENT-AT-LAW

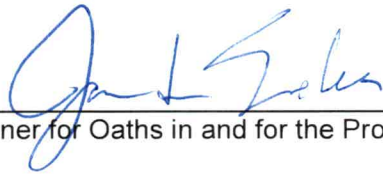
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ALLAN FRANCIS

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 "1"** TO THE
AFFIDAVIT OF ALLAN FRANCIS
SWORN BEFORE ME AT Calgary, Alberta,
this 1st day of June, 2023.



A Commissioner for Oaths in and for the Province of Alberta

JORDAN S. EELES
STUDENT-AT-LAW

EQUIPMENT SALE AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made this 1st day of June, 2023 (the “**Effective Date**”)

BETWEEN:

Universal City Development Partners, Ltd.
(the “**Purchaser**”)

- and -

DYNAMIC ATTRACTIONS LTD.
(the “**Vendor**”)

BACKGROUND:

- A. The Vendor is one of the applicants in proceedings commenced under the *Companies' Creditor's Arrangement Act* (Canada), as amended (the “**CCAA**” and the “**CCAA Proceedings**”) in Action No. 2301-03179.
- B. FTI Consulting Canada Inc. was appointed monitor (the “**Monitor**”) of the Vendor in the CCAA Proceedings.
- C. The Purchaser wishes to acquire all of the Vendor's right, title, and interest, if any, in and to the equipment described in more detail in the proposal attached as **Schedule A** (collectively, the “**Purchased Assets**”) for the sum of USD \$135,000, plus applicable taxes (the “**Purchase Price**”).
- D. The Vendor wishes to sell all of its right, title, and interest, if any, in and to Purchased Assets to the Purchaser on the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Vendor and the Purchaser (hereinafter collectively referred to as the “**Parties**”, each of which is a “**Party**”), the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, assign, transfer, convey, and set over all of its right, title, estate and interest in and to the Purchased Assets to the Purchaser, and the and the Purchaser agrees to purchase and accept the Purchased Assets from the Vendor, at and for the Purchase Price.
2. The Vendor shall use commercially reasonable efforts to apply for an approval and vesting order (the “**AVO**”) in the CCAA Proceedings approving the transaction contemplated in this Agreement within thirty (30) days of the Effective Date (the “**Approval Window**”) and Closing (as defined herein) shall occur within thirty (30) days of the Effective Date (the “**Outside Date**”). If the Vendor does not obtain the AVO within the Approval Window, this Agreement shall automatically terminate and the Parties shall have no liability to each other hereunder.

3. Within three (3) business days of the Effective Date, the Purchaser shall pay to the Vendor in trust a sum equal to fifty (50%) percent of the Purchase Price (the “**Deposit**”). The Deposit shall be treated as follows:
 - (a) if Closing (as defined herein) occurs in accordance with the terms and conditions of this Agreement, the Deposit received by the Vendor shall be retained by the Vendor and credited against the Purchase Price, in partial satisfaction of the Purchaser’s obligation to pay the Purchase Price at closing;
 - (b) if Closing does not occur due to either: (i) the AVO not being obtained; (ii) Closing not occurring on or before the Outside Date; or (iii) a breach of this Agreement by the Vendor, the Deposit received by the Vendor shall be returned by the Vendor to the Purchaser;
 - (c) if Closing does not occur due to a breach of this Agreement by the Purchaser, the Vendor shall retain the Deposit as liquidated damages and not as a penalty.
4. Closing of the transaction contemplated by this Agreement shall occur on the business day that is three (3) business days following the obtaining of the AVO or such other business day as the parties may agree (“**Closing**”). On Closing the Purchaser shall pay to Vendor the remaining balance owing on the Purchase Price.
5. On Closing:
 - (a) the Purchaser shall deliver to the Vendor:
 - (i) payment of the remaining balance owing on the Purchase Price by wire transfer, certified cheque or other manner of payment acceptable to the Vendor; and
 - (ii) such other records and documents as may be required by the Vendor to complete the transaction, acting reasonably.
 - (b) The Vendor shall deliver to the Purchaser:
 - (i) the Purchased Assets, in the manner specified herein; and
 - (ii) such other records and documents as may be required by the Purchaser to complete the transaction, acting reasonably.

In addition to the Vendor deliveries specified herein, the Vendor shall use commercially reasonable efforts to pack the Purchased Assets in accordance with the proposal attached as Schedule A and deliver them in accordance with Section 7.

6. The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor’s Certificate, in the form appended to the AVO, without independent investigation, upon receiving written confirmation from Vendor that the Vendor has received the Purchase Price, and the Monitor shall have no liability to the Parties in connection therewith. In addition to all of the protections granted to the Monitor under the CCAA or any order of the court in the CCAA Proceedings, the Purchaser acknowledges and agrees that the Monitor, acting in

its capacity as Monitor and not in its corporate or personal capacity, will have no liability to the Purchaser in connection with this Agreement or the transaction contemplated herein.

7. On Closing, the Purchased Assets will be delivered to Purchaser on an FCA basis (Incoterms 2020) at Vendor's facility located at 1765 Coast Meridian Rd, Port Coquitlam, BC V3C 3T7. The Purchaser shall be responsible for all costs of shipment and storage of the Purchased Assets if it does not arrange for shipping or otherwise collect the Purchased Assets on or before July 1, 2023 and indemnifies and holds harmless the Vendor in respect of any costs incurred by the Vendor or the Monitor in respect thereof. For certainty, all duties and other levies and fees shall be the sole responsibility of the Purchaser.
8. The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an "as is, where is" basis and on the basis that the Purchaser has conducted, to its satisfaction, an independent inspection, investigation and verification of the Purchased Assets (including a review of title) and all other relevant matters. The Purchaser also acknowledges and agrees that it has determined to proceed with the transaction contemplated herein and will accept the Purchased Assets in their then current state, condition, location, and amounts on closing.
9. No representation, warranty or condition whether statutory (including under any Canadian or international equivalent statute which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by the Vendor including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed by the Vendor and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets pursuant to this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, as applicable, their respective successors, administrators, executors, legal representatives, heirs, and assigns.
11. Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.
12. Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.
13. This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or

modified in any respect except by written instrument executed by the Vendor and the Purchaser.

14. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the Parties irrevocably attorn to the exclusive jurisdiction of the Court in the CCAA Proceedings, and any appellate courts of the Province of Alberta therefrom.
15. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.
16. This Agreement is to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. This Bill of Sale may be executed and delivered electronically, including by way of DocuSign, PDF or .TIFF format.

[signature page follows]

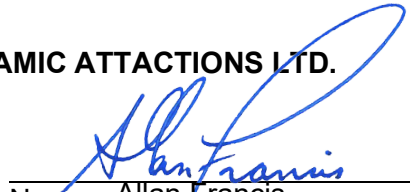
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the Effective Date.


UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

DYNAMIC ATTACTIONS LTD.

Per:  _____
Name: Allan Francis
Title: Corporate Secretary

Per:  _____
Name: Michael Martin
Title: Chief Financial Officer

**SCHEDULE A
PURCHASED ASSETS**

(see attached)



1765 Coast Meridian Rd
Port Coquitlam, BC V3C 3T7
Tel. : (604) 369-2924
Email : darren.brown@DynamicAttractions.com

Date: May 8, 2023

To: Universal Parks & Resorts

Attn: Brad Singh

From: Darren Brown

Re: **Proposal E23-018 – UBR FJ Test Tack Decommissioning, Packing and Loading**

Dear Brad,

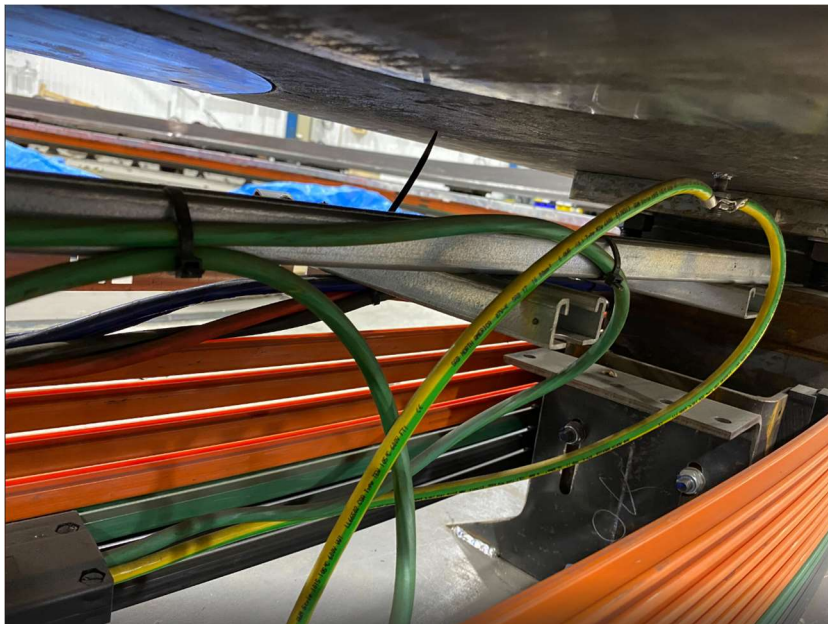
As part of producing the ride system equipment for the Harry Potter and the Forbidden Journey attraction at Universal Beijing Resort, a complete test track was fabricated and installed at the Dynamic Attractions (DA) production facility in Port Coquitlam, BC. At the conclusion of the project and closing out of our deliverables, Universal opted to leave the track in place for Dynamic to dispose of. As the floor space was not required, we chose to leave the track in place potentially to Universal's benefit for future project work. We are now closing out our Port Coquitlam production facility and concurrently have received a request from Universal Parks and Resorts (UPR) for a proposal capturing the costs of decommissioning the track, disassembling it for reuse, packing/crating it for long haul shipment, and loading it for transport to Orlando, FL.

Please note that as we are closing out and leaving our Port Coquitlam, BC facility there is limited time available for this project. Due to the amount of work required to cut the welded track into shippable pieces, carefully disassemble busbar, dislodge caster plates and anchors embedded in grout, and handle the heavy steel pieces this is expected to take just over one month to substantially complete. Therefore if UPR would like to proceed, **agreement on this proposal and receipt of required payment is required prior to May 12, 2023**. There can be no extensions or exceptions to this date as we have a fixed timeline for vacating the building.

Typical Embedded Caster Plate Section



Typical Under-Track Brackets and Grounding Cables to be Salvaged





Scope of Work

- Prepare area around the test track for disassembly work
- Rent equipment required for dislodging caster plates and anchors from grout
- Disassemble and match-mark the formed busbar sections for re-use
- Disassemble and mark busbar mounting brackets, grounding cables, and other brackets from T-Track and retain fasteners
- Unbolt all anchors and caster plates from embedded anchor bolts
- Match-mark and cut welded joints in caster plates and "T Track" cleanly to allow for welding at re-installation
- Remove T Track sections
- Extract caster plates and track anchors from grouted foundation
- Clean all steel components to be shipped and apply a light oil coating
- Procure materials and resources to build crates for equipment
- Procure materials for wrapping, strapping and tarping equipment for transportation
- Move test track components from the installation location to prepare them for packing and crating
- Crate busbar system components and palletize track anchors to make them ready to ship
- Move test track heavy steel components from packing/crating location to staging area
- Pack, crate, shrink wrap and strap all items so that they are ready for long haul transport
- Load equipment onto Universal-supplied trucks
- Provide resources to complete the logistics work and prepare export paperwork
- Prepare and provide documentation for shipping process
- Facility costs for the duration of the work
- Provide Project Management to direct and administer the work

Assumptions/Clarifications

- Award of contract and all initial payment is to be received by May 12, 2023
- Only fasteners for busbar brackets will be retained; all other fasteners including anchor studs and nuts will not be recovered
- The busbar system will be carefully dismantled, marked, and packed but it will be provided "as is" due to the fragile plastic components and it is likely that some lengths will need replacement during re-installation
- Electrical power supply and track controls components are not included
- All track components are provided "as is" and have been used
- It is assumed that UPR will direct the reassembly and installation of the track at its chosen location from the track drawings that are on file from the UBR project and no written assembly instructions are required in the scope of this proposal



- Track welds will be cut flush and require weld prep by others as per drawings 16223-A1500-3 and 16223-E1500-9 for reinstallation
- Reassembly labour or support is not included in this proposal
- Universal is responsible for retaining a customs broker and handling import to the United States and all associated taxes and duties

Schedule/Shipping

- 4-5 weeks from receipt of approval to proceed and initial payment
- FCA, Dynamic Attractions, Port Coquitlam, BC

Pricing

	US Dollar Value
Track Disassembly, Packing, Crating, Loading, and Administration	\$149,750.00
Total	USD\$149,750.00

Commercial Terms

- Payment Terms
 - o Payment 1: Required to be received prior to starting the work
 - 50% down payment = \$74,875.00 USD
 - o Payment 2: 3 weeks from starting work (Net 15days)
 - 50% final payment = \$74,875 USD
 - o Note - 100% to be received prior to the shipments are collected
- This proposal is valid until May 12, 2023
- Payment of all prior outstanding invoices from Dynamic Attractions to Universal Studios across all projects and spare parts orders must be paid prior to loading the track equipment
- Taxes and duties, if applicable, are additional to the Proposal Price

Should further activities be required or the existing activities expanded, an additional change order will be requested to provide funding.



If there are any questions about this proposal, please feel free to contact me.

Kindest Regards,

A handwritten signature in black ink, appearing to read 'Darren Brown', written in a cursive style.

Darren Brown, P. Eng.
Vice President Production Operations

cc: Robin Card, Vice President Project Delivery

EQUIPMENT SALE AGREEMENT

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BETWEEN:

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(the “**Purchaser**”)

- and -

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BACKGROUND:

- A. The Vendor is one of the applicants in proceedings commenced under the *Companies' Creditor's Arrangement Act* (Canada), as amended (the “**CCA**” and the “**CCA Proceedings**”) in Action No. 2301-03179.
- B. FTI Consulting Canada Inc. was appointed monitor (the “**Monitor**”) of the Vendor in the CCA Proceedings.
- C. The Purchaser wishes to acquire all of the Vendor's right, title, and interest, if any, in and to the equipment described in more detail in the proposal attached as **Schedule A** (collectively, the “**Purchased Assets**”) for the sum of USD \$135,000, plus applicable taxes (the “**Purchase Price**”).
- D. The Vendor wishes to sell all of its right, title, and interest, if any, in and to Purchased Assets to the Purchaser on the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Vendor and the Purchaser (hereinafter collectively referred to as the “**Parties**”, each of which is a “**Party**”), the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell, assign, transfer, convey, and set over all of its right, title, estate and interest in and to the Purchased Assets to the Purchaser, and the and the Purchaser agrees to purchase and accept the Purchased Assets from the Vendor, at and for the Purchase Price.
2. The Vendor shall use commercially reasonable efforts to apply for an approval and vesting order (the “**AVO**”) in the CCA Proceedings approving the transaction contemplated in this Agreement within thirty (30) days of the Effective Date (the “**Approval Window**”) and Closing (as defined herein) shall occur within thirty (30) days of the Effective Date (the “**Outside Date**”). If the Vendor does not obtain the AVO within the Approval Window, this Agreement shall automatically terminate and the Parties shall have no liability to each other hereunder.

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9. No representation, warranty or condition whether statutory (including under any Canadian or international equivalent statute which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by the Vendor including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed by the Vendor and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets pursuant to this Agreement.
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12. Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.
13. This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or

modified in any respect except by written instrument executed by the Vendor and the Purchaser.

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[signature page follows]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the Effective Date.

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.

Per: DocuSigned by: Brad Singh
Name: Brad Singh
Title: SVP, Sourcing & Procurement UPR

Per: DocuSigned by: Glen Connally
Name: Glen Connally
Title: SVP, UO Technical Services

DYNAMIC ATTACTIONS LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**SCHEDULE A
PURCHASED ASSETS**

(see attached)



1765 Coast Meridian Rd
Port Coquitlam, BC V3C 3T7
Tel. : (604) 369-2924
Email : darren.brown@DynamicAttractions.com

Date: May 9, 2023

To: Universal Parks & Resorts

Attn: Brad Singh

From: Darren Brown

Re: **Proposal E23-018 – UBR FJ Test Tack Decommissioning, Packing and Loading Rev. 1**

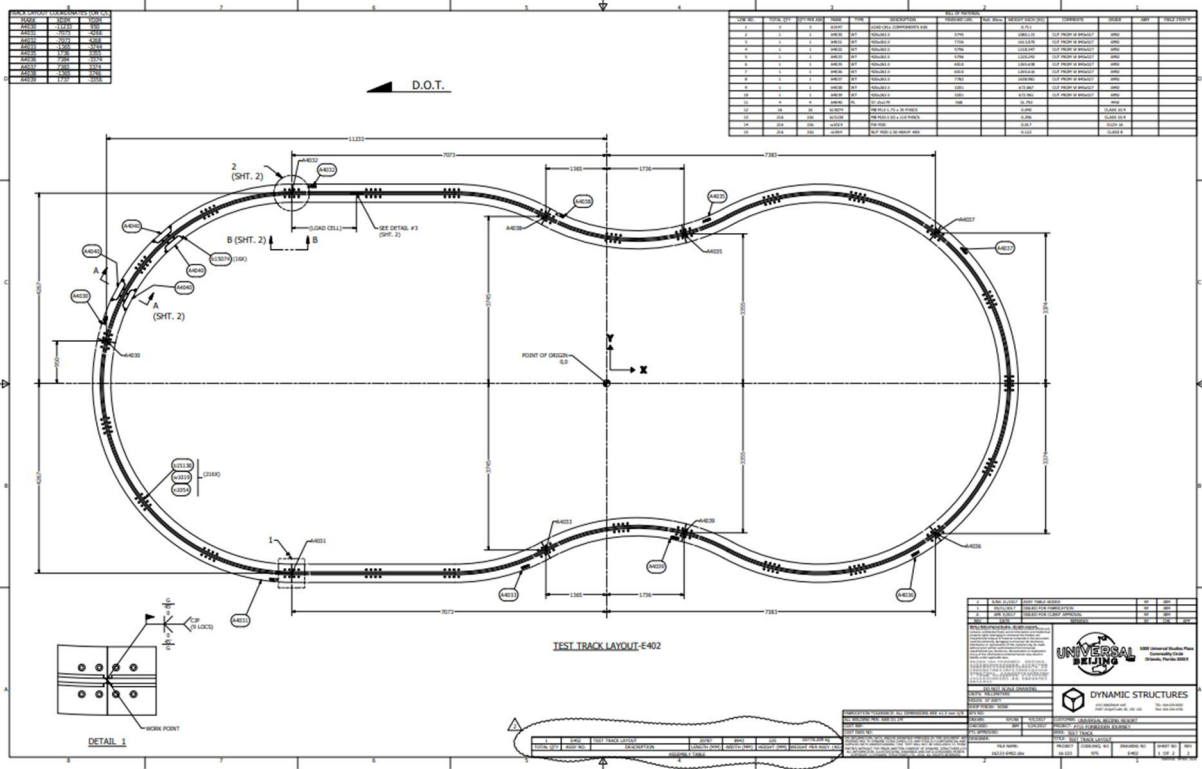
Dear Brad,

As part of producing the ride system equipment for the Harry Potter and the Forbidden Journey attraction at Universal Beijing Resort, a complete test track was fabricated and installed at the Dynamic Attractions (DA) production facility in Port Coquitlam, BC. At the conclusion of the project and closing out of our deliverables, Universal opted to leave the track in place for Dynamic to dispose of. As the floor space was not required, we chose to leave the track in place potentially to Universal's benefit for future project work. We are now closing out our Port Coquitlam production facility and concurrently have received a request from Universal Parks and Resorts (UPR) for a proposal capturing the costs of decommissioning the track, disassembling it for reuse, packing/crating it for long haul shipment, and loading it for transport to Orlando, FL.

Please note that as we are closing out and leaving our Port Coquitlam, BC facility there is limited time available for this project. Due to the amount of work required to cut the welded track into shippable pieces, carefully disassemble busbar, dislodge caster plates and anchors embedded in grout, and handle the heavy steel pieces this is expected to take just over one month to substantially complete. Therefore if UPR would like to proceed, **agreement on this proposal and receipt of required payment is required prior to May 12, 2023**. There can be no extensions or exceptions to this date as we have a fixed timeline for vacating the building.



Test Track General Arrangement



Typical Anchors, Track and Busbar Section





Typical Embedded Caster Plate Section



Typical Under-Track Brackets and Grounding Cables to be Salvaged





Scope of Work

- Prepare area around the test track for disassembly work
- Rent equipment required for dislodging caster plates and anchors from grout
- Disassemble and match-mark the formed busbar sections for re-use
- Disassemble and mark busbar mounting brackets, grounding cables, and other brackets from T-Track and retain fasteners
- Unbolt all anchors and caster plates from embedded anchor bolts
- Match-mark and cut welded joints in caster plates and "T Track" cleanly to allow for welding at re-installation
- Remove T Track sections
- Extract caster plates and track anchors from grouted foundation
- Clean all steel components to be shipped and apply a light oil coating
- Procure materials and resources to build crates for equipment
- Procure materials for wrapping, strapping and tarping equipment for transportation
- Move test track components from the installation location to prepare them for packing and crating
- Crate busbar system components and palletize track anchors to make them ready to ship
- Move test track heavy steel components from packing/crating location to staging area
- Pack, crate, shrink wrap and strap all items so that they are ready for long haul transport
- Load equipment onto Universal-supplied trucks
- Provide resources to complete the logistics work and prepare export paperwork
- Prepare and provide documentation for shipping process
- Facility costs for the duration of the work
- Provide Project Management to direct and administer the work

Assumptions/Clarifications

- Award of contract and all initial payment is to be received by May 12, 2023
- Only fasteners for busbar brackets will be retained; all other fasteners including anchor studs and nuts will not be recovered
- The busbar system will be carefully dismantled, marked, and packed but it will be provided "as is" due to the fragile plastic components and it is likely that some lengths will need replacement during re-installation
- Electrical power supply and track controls components are not included
- All track components are provided "as is" and have been used
- It is assumed that UPR will direct the reassembly and installation of the track at its chosen location from the track drawings that are on file from the UBR project and no written assembly instructions are required in the scope of this proposal



- Track welds will be cut flush and require weld prep by others as per drawings 16223-A1500-3 and 16223-E1500-9 for reinstallation
- Reassembly labour or support is not included in this proposal
- Universal is responsible for retaining a customs broker and handling import to the United States and all associated taxes and duties

Schedule/Shipping

- 4-5 weeks from receipt of approval to proceed and initial payment
- FCA, Dynamic Attractions, Port Coquitlam, BC

Pricing

	US Dollar Value
Track Disassembly, Packing, Crating, Loading, and Administration	\$135,000.00
Total	USD\$135,000.00

Commercial Terms

- Payment Terms
 - o Payment 1: Required to be received prior to starting the work
 - 50% down payment = \$67,500.00 USD
 - o Payment 2: 3 weeks from starting work (Net 15days)
 - 50% final payment = \$67,500.00 USD
 - o Note - 100% to be received prior to the shipments are collected
- This proposal is valid until May 12, 2023
- Payment of all prior outstanding invoices from Dynamic Attractions to Universal Studios across all projects and spare parts orders must be paid prior to loading the track equipment
- No additional discounts of any kind or retainage will apply to this project
- Taxes and duties, if applicable, are additional to the Proposal Price

Should further activities be required or the existing activities expanded, an additional change order will be requested to provide funding.



If there are any questions about this proposal, please feel free to contact me.

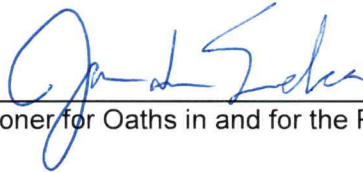
Kindest Regards,

A handwritten signature in black ink that reads 'Darren Brown'.

Darren Brown, P. Eng.
Vice President Production Operations

cc: Robin Card, Vice President Project Delivery

THIS IS **EXHIBIT "2"** TO THE
AFFIDAVIT OF ALLAN FRANCIS
SWORN BEFORE ME AT Calgary, Alberta,
this 1st day of June, 2022.

A handwritten signature in blue ink, appearing to read "John L. Selke", is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Auction Services Agreement

Dynamic Attractions Ltd. (Seller) and Infinity Asset Solutions Inc., (Auctioneer/Agent) hereto agree as follows:

Agreement – Seller and Auctioneer, collectively agree that these terms and conditions (Agreement) shall govern the sale of certain inventory & work in progress (Assets) designated by Seller from time to time. This Agreement constitute all the applicable terms related to this transaction and no other representations, whatsoever, are being made or agreed to outside of this Agreement other than those specified in the asset purchase agreement dated May 16, 2023 (APA) in respect of the Seller's Premise. To the extent of any conflict between this Agreement and the APA, the APA shall govern. The Auctioneer may sell the Assets by a public online Auction/Liquidation sale or by private treaty.

Assets – Auctioneer shall have the exclusive right to sell the Assets on behalf of the Seller during the period up to and including July 15, 2023. The Assets are located at the Seller's location being 1765 Coast Mountain Meridian Road, Port Coquitlam, BC (Seller's Premise)..

Conduct of Sale & Auction Date – All matters relating to the conduct of the sale, including advertising, marketing, the preparation of Assets for sale, inspection arrangements, and the timing and duration of the sale, shall be at the discretion of the Auctioneer, acting reasonably, in accordance with standard auction practices. The initial Auction Date – Wednesday June 14th, 2023.

Use of Name – Seller agrees that Auctioneer shall be entitled to the use of the name and company logos (if applicable) solely where necessary or desirable for the Auctioneer to complete the sale of the Assets as contemplated herein.

Premises – The Auctioneer intends to conduct an Online Auction sale of the Assets from Sellers Premises and accordingly, will require at no charge, unrestricted and/or exclusive access to the fully serviced Seller's Premises from June 11th, 2023, until the assets have been sold and removed by July 15th, 2023. The sale of the Assets will be offered to the public, and the Seller hereby acknowledges and consents to allow access to members of the public for pre-sale inspections. Seller shall ensure that utilities to the Premises are maintained during the foregoing period at no cost to the Auctioneer.

Forklift Use: - Auctioneer shall have the right to use any owned & leased forklifts for the sale set-up and removal process.

Environmental and Oils – Agent shall not be responsible or liable for any environmental conditions or damage, hazardous, environmentally regulated or waste substances of any kind unless caused or contributed to by Agent.

Representations and Warranties – Seller represents and warrants that each of the facts set out below hereto is correct in all material respects. Seller shall be liable to Auctioneer or to its purchasers for any loss or damage resulting from an inaccurate or false representation or warranty.

As of the date of this agreement:

- a) the Seller, upon receiving any necessary court approval, has the ability to convey its right, title and interest in and to the Assets, if any, free and clear of liens, encumbrances and other claims;
- d) the Seller is able to grant Auctioneer the use of the Premises on the terms contemplated by this agreement, without charge.

Force Majeure – Auctioneer shall not be liable for any failure or delay in performance or a breach of the terms under the Agreement due to conditions beyond its control including, but not limited to, force majeure, Acts of God, wars, riots, insurrections, natural disasters, fires, acts of terrorism and/or any other cause beyond reasonable control that have the effect of disrupting, interfering and/or obstructing any segment of the economy.

Insurance – Agent shall maintain insurance for third party liability with respect to any physical activities at the Premises.

Confidentiality – The Seller and Auctioneer shall keep confidential all information and documents pertaining to this transaction except for such information required to be disclosed by applicable law, court order, or as required to be disclosed by in the CCAA proceedings, if applicable.

Removal of Debris – Auctioneer does not assume responsibility for the removal or disposal of any unsold lots, garbage/debris remaining on-site.

Agent's Commission & Buyers Premium– Agent shall charge a commission rate of 12% from all sales, and shall be entitled to charge and retain an industry standard buyers' premium of 18% to be collected from the buyers...

Expenses – Seller will be responsible for marketing and related auction expenses incurred by the Agent (the "Expenses") to Seller and to be capped and not to exceed \$35,000.00. Expenses to include – Sale Set-up, Check Out & Removal, Auction Marketing – Bidspotter E-blasts, Digital Infinity E-blasts, Website Promotion, the Auctioneer to Photograph all lots in place for sale and create Auction Catalogue and arrange items as necessary to make individual lot number groups.

Removal of Sold items – Auctioneer to supervise the removal of all sold inventory for the period of the contract.

Government Sales Tax – Agent will charge and collect from the purchasers any/all applicable government taxes from the sale and will submit the collected taxes to the appropriate Canadian government entity. Agent indemnifies and holds harmless Seller for any failure or delay in reporting or remitting any such taxes in accordance with applicable law.

Accounting Package and Payment to Seller – Agent shall deliver a detailed accounting package to Seller together with the net proceeds within 30 days of the Auction date. Such information will also include a detailed sales report that outlines the individual price of each lot sold.

Selling Prices – All items will be sold to the highest bidder, conforming to the bid process, without reserved bids or minimum selling prices, unless a reserve is set for any Asset by Seller. Neither Agent nor Seller may bid on any Asset(s) at the Auction and Agent shall not enter into any non-arms length transactions.

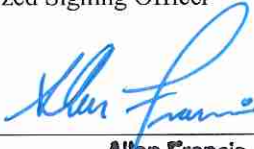
[Signature page follows]

Counterparts & Execution – This agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the parties may rely on such electronic execution as though it were an original hand-written signature.

DYNAMIC ATTRACTIONS LTD. (Seller)

Per:

Authorized Signing Officer



Title **Allan Francis**
Corporate Secretary

AGREED TO AND ACCEPTED this 25 day of MAY 2023

AUCTIONEER/AGENT

INFINITY ASSET SOLUTIONS INC.

Per:



Bruce Lyle - President

AGREED TO AND ACCEPTED this 25 day of MAY 2023

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 **AFFIDAVIT**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

SUPPLEMENT TO THE THIRD AFFIDAVIT OF ALLAN FRANCIS
Sworn June 1, 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. All capitalized terms not otherwise defined herein shall have the same meaning as within my Affidavit sworn on March 8, 2023 (the "**First Affidavit**"), my Affidavit sworn on March 14, 2023 (the "**Second Affidavit**"), my supplemental Affidavit sworn on March 16, 2023 (the "**Supplemental Affidavit**"), and my Affidavit sworn on May 16, 2023 (the "**Third Francis Affidavit**"); together with the First Affidavit, the Second Affidavit and the Supplemental Affidavit, the "**Francis Affidavits**").

4. This Affidavit is supplemental to the Third Francis Affidavit and all capitalized terms not otherwise defined herein shall have the meaning given to them in the Third Francis Affidavit.

5. Unless otherwise indicated, monetary references in this affidavit are references to Canadian dollars.

Universal Transaction

6. The documents associated with the Universal Transaction have been finalized and executed. Attached hereto and marked as **Exhibit "1"** are copies of the Universal Documents.

7. DAL believes that the Universal Transaction should be approved and is in the best interests of the Applicants and their stakeholders.

Infinity Auctions Services Agreement

8. As a supplement to the Infinity APA, DAL and Infinity have entered into a separate auction services agreement (the "**Infinity ASA**") dated May 25, 2023 in respect of any residual assets that DAL and Infinity may agree to add to the Auction being held on the Premises. Attached hereto and marked as **Exhibit "2"** is a copy of the Infinity ASA.

9. There is no specific asset list for the Infinity ASA but the agreement will be utilized to ensure as many assets of DAL as possible are monetized during the Auction being conducted by Infinity at the Facility.

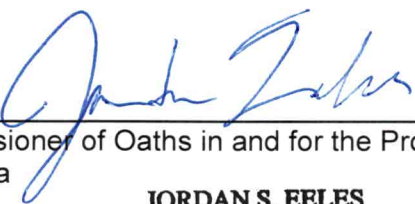
10. DAL is seeking approval of the Infinity ASA in conjunction with the Infinity APA in order to be able to transfer title to those residual assets free and clear of any claims of creditors to the ultimate purchasers at auction.

CONCLUSION

11. The Applicants have been acting in good faith and with due diligence during the pendency of the CCAA proceedings.

12. I swear this Supplemental Affidavit in support of an Application for approval of the Infinity APA, the Infinity ASA, the Universal Transaction, and a declaration pursuant to WEPPA that section 3.2 of the WEPP Regulations applies to the Applicants and their former employees.

SWORN BEFORE ME at Calgary, Alberta,
this 1st day of June 2023.



Commissioner of Oaths in and for the Province
of Alberta

JORDAN S. EELES
STUDENT-AT-LAW

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)

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.



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

**CERTIFICATE OF REMOTE
COMMISSIONING**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

Document Notarized by a Student-at-Law during a Public Emergency Period

1. I, Jordan Eeles , being a student-at-law in and for the Province of Alberta, certify that in witnessing and notarizing the within Affidavit of Allan Francis sworn executed by the affiant herein, on June 1, 2023.
 - 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 am satisfied that a two-way video conferencing was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the notary to be physically present together.
- c. I witnessed the signature in a single session during which I was able at all times to *see and hear* the deponent signing the affidavit by electronic means.
- d. I am satisfied that the deponent as named in the affidavit is who the person purports to be.
- e. I received from the deponent the signed affidavit together with the exhibits by electronic means.
- f. I have maintained in my files, the signed affidavit with my signature as a notary public, and I have requested that the deponent provide to me the affidavit containing the deponent's original signature.

Dated this 1st day of June, 2023



(Signature of student-at-law)

Jordan Eeles

(Print or type student-at-law's name)

This affidavit was affirmed using video technology as Allan Francis was not physically present before the Notary Public but was linked with the Notary Public 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 Queen's Bench on March 25, 2020.