



PARLEE McLAWS ^{LLP}
BARRISTERS & SOLICITORS | PATENT & TRADE-MARK AGENTS

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OUR FILE #: 73150-1/JHH

Service Via Electronic Mail

March 19, 2014

Service List attached

Dear Sir/Madam:

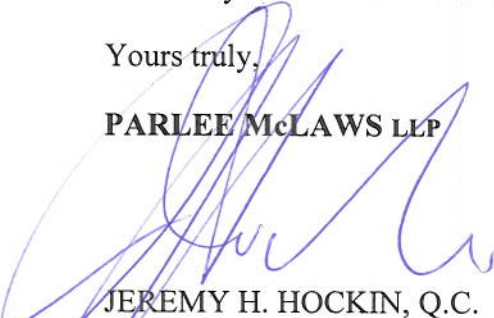
**Re: Eagle River Casino and Travel Plaza (the "Casino") - in Receivership;
Q.B. Action No. 1403-01612**

Please find enclosed for service upon you the Sale Approval and Vesting Order of the Honourable Mr. Justice D.R.G. Thomas, granted March 17, 2014 and filed March 19, 2014.

We trust you will find this to be in order.

Yours truly,

PARLEE McLAWS LLP



JEREMY H. HOCKIN, Q.C.

JHH/lkd

cc: Client (via email)

Parlee McLaws Service List

Law Firm	Counsel	Email
Aboriginal Affairs and Northern Development Canada 300 Epcor Tower 10423 – 101 Street Edmonton, AB T5H 0R7 Tel: 780 495-5699 Fax: 780 495-2964	Dale S. Slaferrek Shaun Ung	Dale.slaferrek@justice.gc.ca Shaun.ung@justice.gc.ca
Alberta Gaming and Liquor Commission Due Diligence, Audit Services Compliance and Social Responsibility 50 Corriveau Avenue St. Albert, Alberta T8N 3T5 Tel: 780 447-8692	Leanne McGrath Stephen Kiss Kirsten Merryweather	Leanne.mcgrath@aglc.ca Stephen.kiss@aglc.ca Kirsten.Merryweather@aglc.ca
Borden Ladner Gervais Centennial Place, East Tower 1900, 520 – 3 rd Avenue SW Calgary, AB T5P 0R3 Tel: 403 232-9785 Fax: 403 266-1395	Edward Tapuska For: Tamarack Fund (2003) Limited Partnership	etapuska@blg.com
Duncan Craig LLP 2800, 10060 Jasper Avenue Edmonton, AB T5J 3V9 Tel: 780 441-4386 Fax: 780 969-6381	Darren R. Bieganeck, Q.C. For: Alexis Nakota Sioux Nation and the Alexis Entities	dbieganeck@dcllp.com
First Nations Development Fund Ministry of Intergovernmental International and Aboriginal Relations Government of Alberta 19 th Floor, 10155 – 102 Street Edmonton, AB T5J 4G8 Tel: 780 [] Fax: 780 427-0401	Peter Crossen	Peter.crossen@gov.ab.ca

Goodmans LLP 3400 – 333 Bay Street Toronto, ON M5H 2S7 Tel: 416 597-6299 Fax: 416 979-1234	Logan Willis For: Silver Point Finance, LLC	lwillis@goodmans.ca
Kennedy Agrios LLP 1325 Manulife Place 10180 – 101 Street Edmonton, AB T5J 3S4 Tel: 780 969-6911 Fax: 780 969-6901	Janice A. Agrios, Q.C. For: Paragon Gaming Inc.; Paragon Canada Alexis, ULC; Paragon Tamarack Alexis General Partnership; Alexis/Paragon Limited Partnership and Paragon Alexis Holdings, Inc.	jagrios@kennedyagrios.com
McLennan Ross LLP 600 West Chambers 12220 Stony Plain Road Edmonton, AB T5N 3Y4 Tel: 780 482-9200 Fax: 780 482-9100	Charles P. Russell, Q.C. For: Silver Point Finance LLC	crussell@mross.com
Reynolds Mirth Richards & Farmer LLP 3200 Manulife Place 10180 – 101 Street Edmonton, AB T5J 3W8 Tel: 780 497-3344 Fax: 780 429-3044	Michael J. McCabe, Q.C. For: Paragon Gaming Inc.; Paragon Canada Alexis, ULC; Paragon Tamarack Alexis General Partnership; Alexis/Paragon Limited Partnership and Paragon Alexis Holdings Inc.	mmccabe@rmrf.com
Witten LLP 2500, 10303 Jasper Avenue Edmonton, AB T5J 3N6 Tel: 780 441-3234 Fax: 780 429-2559	Roger A. Smith For: Silver Point Finance, LLC	rsmith@wittenlaw.com
Husky Oil Marketing Company, A Division of Husky Oil Limited 39 th Floor, 707 – 8 Avenue SW Calgary, AB T2P 1H5	Bob Miller PPR Registrant	Bob.Miller@huskyenergy.com

GE VSF Canada Limited Partnership 2300 Meadowvale Blvd., Suite 200 Mississauga, ON L5N 5P9	Darlene Milligan Manager - Loss Mitigation/Late Stage Collections GE Capital, Vendor Finance PPR Registrant	<u>Darlene.Milligan@ge.com</u>
Access Cash General Partnership Unit 4, 191 Attwell Drive Toronto, ON M9W 5Z2	PPR Registrant	Service by overnight Courier
Tamarack Fund Alexis Limited Partnership Service Information Unknown	Limited Partner of Paragon Tamarack Alexis General Partnership	

I hereby certify this to be a
true copy of the original.

for Clerk of the Court



COURT FILE NUMBER 1403-01612

COURT COURT OF QUEEN'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE EDMONTON

PLAINTIFF SILVER POINT FINANCE, LLC

DEFENDANTS PARAGON CANADA ALEXIS, ULC; ALEXIS/PARAGON
LIMITED PARTNERSHIP; and PARAGON TAMARACK
ALEXIS GENERAL PARTNERSHIP

DOCUMENT **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
PARLEE MCLAWS LLP
1500, 10180 – 101 Street
Edmonton, Alberta, T5J 4K1
Phone: (780) 423-8532
Fax: (780) 423-2870
Attention: Jeremy H. Hockin, Q.C.
File No: 73150.1/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: March 17, 2014

LOCATION WHERE ORDER PRONOUNCED: EDMONTON, ALBERTA

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice D.R.G.
Thomas**

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the court appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Paragon Canada Alexis, ULC ("**PCA**") and Alexis / Paragon Limited Partnership ("**APLP**"), (PCA and APLP are collectively referred to as the "**Debtor**"); AND UPON HAVING READ the Receivership Order granted in the within proceedings on January 31, 2014, and amended on February 6, 2014 (collectively, the "**Receivership Order**");

AND UPON HAVING READ the Application of the Receiver filed on March 10, 2014 for an order approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement (the "**Asset Purchase Agreement**") between the Receiver and Alexis Hotel Corporation (the "**Purchaser**") dated March 10, 2014 and appended to the Report of the

Receiver dated March 10, 2014 (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to Purchased Assets as defined in the Asset Purchase Agreement (the “**Purchased Assets**”);

AND UPON HAVING READ the Affidavits of Service; AND UPON HEARING FROM Counsel for the Receiver, Counsel for the Purchaser, and Counsel for the Plaintiff Silver Point Finance, LLC (together with its affiliates and assigns, “**Silver Point**”);

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of the Application for this Order in the manner given, and upon the parties so served, is good and sufficient notice of this Application and time for service is abridged to that actually given.
2. The Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to enter into the Consent Agreement (as defined in the Asset Purchase Agreement). The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. Upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the “**Receiver's Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Asset Purchase Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order; and

- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (the encumbrances, charges, security interests referred to in subparagraphs 3(a) and (b) are referred to as the “**Encumbrances**”); and

for greater certainty, all of the Claims and Encumbrances affecting or relating to the Purchased Assets shall, upon delivery of the Receiver’s Certificate to the Purchaser, be expunged and discharged as against the Purchased Assets, provided that the Claims and Encumbrances do not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule B**, and provided further that the Purchased Assets shall be and shall remain encumbered with the New Security (as defined in the Asset Purchase Agreement) on closing of the Transaction (the “**Closing**”).

- 4. The Receiver is hereby authorized and directed to make a distribution to Silver Point, concurrently with the Closing of the \$3.5 million cash portion of the Purchase Price (as such amount may be adjusted by up to a maximum of \$500,000.00 in accordance with section 3.1(b) of the Asset Purchase Agreement) to be paid to the Receiver by the Purchaser on Closing (the “**Closing Payment**”).
- 5. On Closing, the assumption of the Assumed Debt (as defined in the Asset Purchase Agreement) by the Purchaser and the distribution to Silver Point of the proceeds of the Closing Payment shall reduce the obligations of PCA owing to Silver Point in respect of the Existing Debt (as defined in the Asset Purchase Agreement) by \$33 million (the “**Silver Point Partial Payment**”). From and after the completion of the Silver Point Partial Payment: (i) an amount equal to the Existing Debt owing immediately prior to Closing by PCA less the Silver Point Partial Payment shall remain as an outstanding claim of Silver Point against PCA to the full extent permitted by law; and (ii) the amounts owing to Silver Point pursuant to the guarantees executed by each of PAHI (as defined in the Asset Purchase Agreement), PTA (as defined in the Asset Purchase Agreement) and APLP as guarantors of the Existing Debt shall remain as outstanding claims of Silver Point against such entities to the full extent provided for pursuant to the terms of such guarantees and as permitted by law.

6. The Receiver shall file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
7. The allocation of the Purchase Price (as defined and set out in Schedule 3.3 of the Asset Purchase Agreement) among the Purchased Assets is hereby approved.
8. Paragraph 16 of the Receivership Order is amended by adding the words "in the Receiver's possession or control at the time a claim is made" at the conclusion of the first sentence thereof.
9. Pursuant to section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Asset Purchase Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
10. Notwithstanding the pendency of these proceedings, and the bankruptcy of the Debtor, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the trustee in bankruptcy of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation
11. Immediately after the Closing, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or Silver Point.
12. The Receiver, the Purchaser, Silver Point and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order

to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

13. This Honourable Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

"J.R.G. THOMAS"

**JUSTICE IN CHAMBERS
COURT OF QUEEN'S BENCH OF ALBERTA**

Schedule A – Form of Receiver’s Certificate

COURT FILE NUMBER	1403-01612
COURT	COURT OF QUEEN’S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	SILVER POINT FINANCE, LLC
DEFENDANTS	PARAGON CANADA ALEXIS, ULC; ALEXIS/PARAGON LIMITED PARTNERSHIP; and PARAGON TAMARACK ALEXIS GENERAL PARTNERSHIP
DOCUMENT	RECEIVER’S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	PARLEE MCLAWS LLP 1500, 10180 – 101 Street Edmonton, Alberta, T5J 4K1 Phone: (780) 423-8532 Fax: (780) 423-2870 Attention: Jeremy H. Hockin, Q.C. File No: 73150.1/JHH

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.R.G. Thomas of the Court of Queen’s Bench of Alberta (the “**Court**”) dated January 31, 2014, Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (the “**Receiver**”) of the undertaking, property and assets of, inter alios, Paragon Canada Alexis, ULC and Alexis / Paragon Limited Partnership (collectively referred to as the “**Debtor**”);
- B. Pursuant to an Order of the Court dated ●, the Court approved the Asset Purchase Agreement made as of March 10, 2014 (the “**Asset Purchase Agreement**”) between the Receiver as Vendor and Alexis Hotel Corporation (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets

upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Closing Payment and the assumption of the Assumed Debt by the Purchaser in consideration for the Purchased Assets; (ii) that the conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver;

- C. On March 10, 2014, the Purchaser, the Vendor and Silver Point Finance, LLC and SPCP Group, LLC (collectively, "**Silver Point**") executed a Consent Agreement (the "**Consent Agreement**") pursuant to which the parties to the Consent Agreement agreed that (i) they shall not undertake or complete the transactions described in the Asset Purchase Agreement and (ii) the closing of the transactions described in the Asset Purchase Agreement shall not occur, unless and until Silver Point has executed and delivered a consent form to the Receiver confirming that the conditions precedent in Article III of the Consent Agreement have been satisfied or waived by Silver Point (the "**Silver Point Consent**").
- D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Closing Payment and the Purchaser has assumed the Assumed Debt in consideration for the Purchased Assets pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. Silver Point has executed and delivered the Silver Point Consent to the Receiver.
5. This Certificate was delivered by the Receiver at ● a.m. / p.m. on ●.

**Alvarez & Marsal Canada Inc., in its capacity
as Receiver of the undertaking, property and
assets of Paragon Canada Alexis, ULC and
Alexis / Paragon Limited Partnership and not
in its personal capacity**

Per: _____

Name: Tim Reid

Title: Senior Vice President

Schedule B – Permitted Encumbrances

A. Personal Property Registry Encumbrances:

	<u>Registration No.</u>	<u>Debtor</u>	<u>Secured Party</u>	<u>Collateral Description</u>
1.	07110807604	Paragon Canada Alexis, ULC	Husky Oil Marketing Company, A Div Of Husky Oil Li	<u>General Collateral:</u> One (1) two post mid sign Three (3) illum canopy fascia boxes c/w flex faces (340ft) One (1) illum food store sign box c/w flex face (3'x24') Storepoint (two lanes) Dispenser graphics One (1) MM695 exterior bulk merchandiser Two (2) MM686 exterior slimline merchandisers Eight (8) MU702 exterior garbage cans Six (6) MU707 3 in 1 full serve units Instructional signs Three (3) MS 503 Hurrican (sic) signs Eight (8) pump toppers Two (2) wallboard signs
2.	12022402233	Paragon Canada Alexis, ULC	Ge Vfs Canada Limited Partnership	<u>General Collateral:</u> All goods which are copiers together with all replacements and substitutions thereof and all parts, accessories, accessions and attachments thereto and all proceeds thereof, including all proceeds which are accounts, goods, chattel paper, securities, documents of title, instruments, money, intangibles, crops or insurance proceeds (reference lease no. 8720180-001)

3.	08061319181	Alexis Paragon Limited Partnership, Eagle River Casino	Cash 'N Go Ltd and Access Cash General Partnership	General Collateral: Location Terminal ID Model Serial# Additional Information: Eagle River 1 Front Entrance EMS81476 RL5000 LRL5318080021564 ATM Machine Eagle River 2 Rear Entrance EMS81477 RL5000 LRL5318080021598 ATM Machine Eagle River 3 Washroom EMS81478 RL5000 LRL5318080021547 ATM Machine Eagle River 4 Bar EMS81479 RL5000 LRL5318080021581 ATM Machine Eagle River 5 Poker Room EMS81480 RL5114 LRL5114051333049 ATM Machine Eagle River 6 Truck Stop EMS81481 RL5114 LRL5114071694505 ATM Machine
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B. Other Encumbrances:

1. Agreement regarding Access Road on Reserve between Her Majesty the Queen, in Right of Canada and Alexis/Paragon Limited Partnership (as Permittee) dated March 1, 2007, registered at Indian Land Registry System as Registration No. 350322.
2. Agreement regarding Access Road on Provincial Land; License of Occupation granted to Alexis/Paragon Limited Partnership by the Alberta Minister of Sustainable Resource Development, Issue Date: September 22, 2006, registered with Alberta Department of Sustainable Resources as Registration No. LOC061570.
3. Sewer Forcemain Permit between Her Majesty the Queen, in Right of Canada and Alexis/Paragon Limited Partnership (as Permittee) dated July 25, 2007, registered at Indian Land Registry System as Registration No. 350326.
4. Miscellaneous Lease No. MLL 070184 regarding a Highway Sign between Her Majesty the Queen, in Right of Alberta, represented by the Minister of Sustainable Resource Development (as Lessor) and Alexis/Paragon Limited Partnership (as Lessee) dated December 5, 2007, registered with Alberta Department of Sustainable Resources as Registration No. MLL070184.