

IT IS HEREBY ORDERED AND DECLARED THAT:

UPON THE APPLICATION of Deloitte & Touche Inc. (the "Receiver") in its capacity as Court appointed Receiver and Manager of Calgary West Hospitality Inc. operating as the Stampede Casino ("Calgary West"); AND UPON READING the Third Report of the Receiver dated May 14, 2010; AND UPON REVIEWING the pleadings and proceedings filed herein; AND UPON BEING advised of the waiver of certain conditions by the proposed purchasers; AND UPON HEARING counsel for the Receiver, counsel for the Bank of Montreal, counsel for the proposed purchasers, counsel for Alberta Gaming and Liquor Commission ("AGLC") and counsel for the Defendants; AND UPON HEARING that the proposed sale is in the best interests of the receivership and the Calgary West stakeholders;

BEFORE THE HONOURABLE MADAM JUSTICE J. TOPOLNISKI IN CHAMBERS
() At the Law Courts Building, in the City of
() Edmonton, in the Province of Alberta, on
() Thursday, the 20th day of May, 2010.

(Sale of Stampede Casino)

ORDER

Defendants

**CALGARY WEST HOSPITALITY INC., GAMEHOST LIMITED PARTNERSHIP,
GAMEHOST MANAGEMENT INC., DARCY WILL and DAVID WILL**

Plaintiff

-and-

BANK OF MONTREAL

BETWEEN:

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

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

Clerk of the Court

1. Service of the Notice of Motion returnable May 20, 2010 and supporting materials is hereby deemed to be good and sufficient.

APPROVAL OF TRANSACTIONS

2. The Asset Purchase Agreement ("APA") and Share and Unit Purchase Agreement ("SPA") (collectively the "CES Sale Agreements") in the form substantially as attached to the Third Report of the Receiver dated May 14, 2010 (the "Receiver's Third Report") are hereby authorized, approved and ratified.

3. The Receiver is hereby authorized to conclude the transactions contemplated by the CES Sale Agreements (the "Transactions") and to take all steps and execute all such documents as may reasonably be necessary to complete the Transactions and Transactions are hereby approved and CES Sale Agreements are hereby declared to be commercially reasonable and in the best interests of Calgary West and its stakeholders.

VESTING OF ASSETS

4. Upon closing of the Transactions, all of Calgary West's right, title and interest in and to the shares, units and assets, without further instrument of transfer or assign, as contemplated by the CES Sale Agreements shall vest (a) in the Stamped (Casino) Limited Partnership as to the Property as defined in the APA; (b) in the Calgary Exhibition and Stampede Limited as to the Shares as defined in the SPA; and (c) in Calgary Stampede Trust as to the Units as defined in the SPA, absolutely and forever free and clear of and from any and all claims, encumbrances, liens or taxes arising from or through Calgary West.

5. The Transactions may be completed without compliance with: (a) the provisions of Section 60 of the *Alberta Personal Property Security Act* and any similar provisions in personal property security legislation; and (b) Section 244 of the *Bankruptcy and Insolvency Act*, but remain subject to the approval of the transfer or issuance of necessary gaming or liquor licenses by AGLC. Without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order dated August 13, 2009 or any other Orders granted in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and (iii) Mortgage No. 081 086 225 and Caveat Nos. 081 086 226 and 081 086 227 are hereby expunged and discharged as against the Property and the Registrar at the Alberta Land Titles Office of this Order is

9. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state or administrative body in the *Act* (Alberta).

8. The Registrar of Titles for the Alberta Land Titles Office is directed to make the discharges set out in this Order pursuant to subsection 191(3) of the *Land Titles Act* (Alberta) and notwithstanding the requirements of subsection 191(1) of the *Land Titles Act* and the sale of the Shares and Units as contemplated herein.

(d) without further Order of this Honourable Court to pay to the Plaintiff any further sums of money it may receive following the closing of the sale of the Property proceeds of the sale of the Property; and

(c) without further Order of this Honourable Court to pay to the Plaintiff the net proceeds of the sale of the Property; and

(b) execute all deeds and documents, and take all such steps as may be necessary or advisable in the Receiver's discretion to consummate the Transactions;

(a) perform the covenants in the CES Sale Agreements including extending any conditions dates, subject to such amendments as may be agreed between the Receiver and counsel for the proposed purchasers, provided that such amendments do not materially and adversely affect the Transactions;

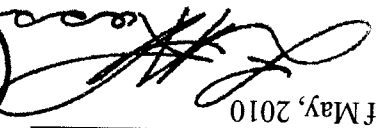
7. The Receiver is hereby authorized and directed to:
not been discharged.

6. The net proceeds from the sale of the Property shall stand in the place and stead of the Property and that from and after the delivery of a Receiver's Certificate certifying the closing of the Transactions (the "Receiver's Certificate"), such claims and all the encumbrances shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale and any encumbrances had not been discharged.

hereby directed to delete and expunge from title to the Lands the following registrations: Mortgage No. 081 086 225 and Caveat Nos. 081 086 226 and 081 086 227.

- 11. This Order need be served only upon counsel for the Defendants, counsel for the Plaintiff and counsel for the proposed purchasers.
 - 10. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
- United States of America or any other foreign courts to act in aid of and to be complimentary to this Court in carrying out the terms of this Order.

11 J Topolniski
J.C.Q.B.A.

ENTERED this 20th day of May, 2010

 Clerk of the Court
 (SEAL)

File No. 265095

MACLEOD DIXON LLP
3700 Canterra Tower
400 Third Avenue SW
Calgary, Alberta T2P 4H2
Telephone: (403) 267-8222
Fax: (403) 264-5973

ORDER
(Sale of Stampede Casino)

Defendants

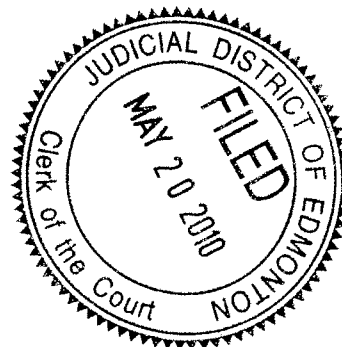
CALGARY WEST HOSPITALITY INC.,
GAMEHOST LIMITED PARTNERSHIP,
GAMEHOST MANAGEMENT INC.,
DARCY WILL and DAVID WILL

-and-

Plaintiff

BANK OF MONTREAL

BETWEEN:



IN THE COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL CENTRE OF EDMONTON

Action No. 0903-12151