



NO. S092767  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"

PETITIONERS

**MEETING AND CLAIMS PROCESS ORDER**

BEFORE THE HONOURABLE )  
MADAM JUSTICE BROWN ) FRIDAY, THE 10<sup>th</sup> DAY OF  
) JULY, 2009  
)

THIS APPLICATION of the Petitioners coming on for hearing this day at Vancouver, British Columbia, and on hearing Christopher J. Ramsay, counsel to the Petitioners, and those counsel listed in **Schedule "B"** attached hereto and on reading the pleadings and other materials filed herein; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C, 1985 c. C-36 (the "CCAA"), and the equitable and inherent jurisdiction of this Honourable Court:

THIS COURT ORDERS AND DECLARES THAT:

1. All capitalized terms in this Order shall, unless otherwise stated herein, have the meaning ascribed to them in the plan of compromise and arrangement (the "**Plan**")

### ***Plan of Arrangement***

2. Evergreen Gaming Corporation (“**Evergreen**”) and Washington Gaming, Inc. (“**WGI**”) are hereby authorized to file the Plan pursuant to the CCAA. The form of the Plan to be circulated to the Creditors shall be substantially in the form attached hereto as **Schedule “G”**.

### ***Claims Procedure***

3. The claims procedure provided for herein (the “**Claims Procedure**”), is hereby approved.

4. For the purposes of this Order the term “Claim” shall mean any right of any Person (as such term is defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”)) against Evergreen or WGI, in connection with any indebtedness, liability or obligation of any kind of Evergreen or WGI owed to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, not matured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim of contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to April 15, 2009 and any indebtedness, liability or obligation of any kind arising out of the repudiation, restructuring or termination of any contract, lease, employment agreement or other agreement after April 15, 2009 and other steps taken in pursuance of a Plan under the CCAA. Notwithstanding the foregoing, “Claim” means any indebtedness, liability or obligation of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA, as set out in section 12(1) of the CCAA.

5. For the purposes of this Order the term “Creditor” shall mean a Person entitled to make a Claim, provided however, that those Creditors whose secured claims are under the Administration Charge, and the Director’s Charge, all as created and defined in the Initial Order herein, shall not be obliged to file a Proof of Claim pursuant to the procedure set forth herein nor shall their claims be subject to Paragraph 15 of this Order.

6. The Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall administer the Claims Procedure provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

***Meeting Materials***

7. No later than July 17, 2009, the Monitor will send to each Creditor currently known to Evergreen and WGI, in the manner prescribed in this Order, copies of the following documents (collectively, the “**Meeting Materials**”):

- (a) a copy of the Notice to Creditors (the “**Notice**”) attached hereto as **Schedule “C”**;
- (b) the Proof of Claim form (the “**Proof of Claim**”) substantially in the form attached hereto as **Schedule “D”**;
- (c) this Order;
- (d) the Plan;
- (e) the Proxy (the “**Proxy**”), attached hereto as **Schedule “H”**

at the address of each Creditor as shown on the records maintained by Evergreen and WGI.

8. The Monitor shall post copies of the Meeting Materials on the Monitor’s web page at [www.deloitte.com/ca/evergreen](http://www.deloitte.com/ca/evergreen).

9. The Monitor be and it is hereby authorized and directed to place the Notice on or before July 17, 2009 substantially in the form attached hereto as **Schedule “C”** to this Order in one weekday edition of the Vancouver Sun and the Renton Reporter inviting parties to file a Proof of Claim with the Monitor.

10. If Evergreen, WGI or the Monitor become aware of any further claims of Persons not currently known to be Creditors after the date the Meeting Materials are sent, the Monitor

shall forthwith distribute copies of the Meeting Materials to such Persons, but the entitlement of each such Person to receive notice is abridged to the date the Meeting Materials are distributed to each such person, subject to further Order of this Court.

11. The Monitor may deliver the Meeting Materials to the Creditor by ordinary mail, personal delivery, facsimile or other electronic means, or any combination thereof, as determined by the Monitor in its sole discretion and such delivery will constitute good and sufficient delivery of the Meeting Materials. Mailing shall be deemed to be effective service on the second day following such mailing. Delivery by facsimile or other electronic means shall be deemed effective on the date and time such facsimile or other electronic transmission is made.

12. The publication of the Notice and the delivery of the Meeting Materials to the Creditors in accordance with the requirements of this Order shall constitute good and sufficient service of this Order and other documents referred to in this Order on all persons who may be entitled to receive notice and who may wish to file a Proof of Claim and attend or vote in person or by proxy at the Creditors' Meeting or any adjournment thereof and no other notice or service need be given or made and no other document or material need be served.

13. The accidental omission to deliver the Meeting Materials or the non-receipt of such Meeting Materials by one or more Persons specified herein, shall not invalidate any resolution passed or proceedings taken at the Creditors' Meeting.

***Proofs of Claim***

14. Each Creditor must, on or before **5:00 p.m. Vancouver, B.C. time on Friday, August 7<sup>th</sup>, 2009** (the "**Claims Bar Date**") deliver a completed Proof of Claim to the Monitor at the following address:

Deloitte & Touche Inc.  
PO Box 49279, Four Bentall Centre  
2800 – 1055 Dunsmuir Street  
Vancouver, British Columbia V7X 1P4

Attn: Raj Hara  
email: rahara@deloitte.ca

15. Any Creditor that does not file a Proof of Claim on or before the Claims Bar Date or such later date as the Monitor may agree in writing or this Court may otherwise order:

- (a) shall be and is hereby forever barred from making or enforcing any Claim against Evergreen and WGI, or any of them, and the Claim shall be forever extinguished;
- (b) shall not be entitled to any further notice; and
- (c) shall not be entitled to participate as a Creditor in these proceedings or in any Plan of Arrangement or Compromise.

16. The Monitor is hereby authorized and directed to use its reasonable discretion as to the adequacy of the compliance as to the manner in which any Proof of Claim is delivered, completed and executed and may, where it is satisfied a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to delivery, completion and execution of such Proof of Claim upon reasonable explanation being provided to the Monitor as to why the terms of this order have not been strictly complied with.

### *Dispute Notices*

17. The Monitor, in conjunction with Evergreen and WGI, shall review each Proof of Claim received by the Claims Bar Date. If Evergreen and WGI, after consultation with the Monitor, dispute the Claim for voting and/or for distribution purposes, Evergreen and WGI may, in conjunction with the Monitor, attempt to consensually resolve the amount of the Claim with the Creditor. The Monitor may give notice in writing, by ordinary mail, facsimile transmission, e-mail message or personal delivery to any Claimant at the address, facsimile number or e-mail address shown on the Creditor's Proof of Claim, of Evergreen and WGI's intention to revise or disallow the claim set out in such Proof of Claim for voting and/or for distribution purposes, and if revised or disallowed, the reasons therefore, by sending the Creditor a Dispute Notice (the "**Dispute Notice**"), substantially in the form attached as **Schedule "E"** to this Order, which shall be deemed to be delivered on the third business day after notice has been sent by mail or the same business day if sent by email or by facsimile transmission by the Monitor by one of the methods aforesaid. The Monitor shall, no later than 1 day prior to any vote at a Creditors Meeting, provide a Dispute Notice for voting purposes to the Creditor whose Claim is being disallowed, subject to any further order of the Court. A Dispute Notice for distribution purposes may be given by the Monitor at any time prior to the distribution of any funds to Creditors.

18. If the Monitor delivers a Dispute Notice in accordance with paragraph 17 hereof, with respect to the value of the Creditor's Claim for distribution purposes only, then, subject to further Order of this Court, the Proof of Claim shall be deemed to be accepted as final and binding for voting purposes under any Plan of Arrangement or Compromise, without prejudice to any dispute regarding the value of the Creditor's Claim for distribution purposes, which dispute shall be determined pursuant to the procedure set forth herein.

19. If a Creditor receiving a Dispute Notice wishes to object to the Notice, the Creditor must, within 14 days of the date of delivery of the Dispute Notice, file at the Courthouse, 800 Smithe Street, Vancouver, British Columbia and serve on legal counsel for Evergreen and WGI and on the Monitor, a Notice of Motion ("**Notice of Motion**") substantially in the form attached as **Schedule "F"** to this Order, seeking to set aside the Monitor's Dispute Notice and an affidavit containing all evidence intended to be relied upon by the creditor in support. The Notice of Motion shall be returnable to the Court in Vancouver on a date to be agreed to by Evergreen and WGI.

20. If no Notice of Motion referred to in paragraph 19 herein is served upon Evergreen and WGI's legal counsel within the 14 day period, unless such period is extended by Evergreen and WGI, the Claim in question shall be deemed to have been revised or disallowed in accordance with the Dispute Notice and such shall be final and binding upon the Creditor for all purposes.

21. No proceeding shall be instituted by a Creditor to establish the validity, priority and/or amount of any disputed Claim, except as provided in this Order or as the Court may subsequently direct.

### ***Conduct of Creditors' Meeting***

22. Evergreen and WGI are authorized and directed to hold the Creditors' Meeting to consider and vote on the Plan at the office of the Monitor, Deloitte & Touche Inc., 2800 – 1055 Dunsmuir Street, Vancouver, British Columbia at 10:00 a.m. on August 12, 2009 or if adjourned, at such time and place as Evergreen and WGI may determine in consultation with the Monitor.

23. A representative of the Monitor shall be the Chairperson of the Creditors' Meeting. The Monitor shall provide scrutineers for the supervision and tabulation of the attendance, quorum and votes to be conducted at the Creditors' Meeting.

24. A representative of the Monitor designated by the Chairperson shall act as secretary at the Creditors' Meeting.

25. The only Persons entitled to notice of, or to attend, the Creditors' Meeting shall be:

- (a) the Monitor and any Person designated by the Monitor;
- (b) officers and directors of the Evergreen and WGI;
- (c) General Creditors having Proven Claims;
- (d) Claimants;
- (e) legal counsel to any Person entitled to attend the Creditors' Meeting; and
- (f) any Person admitted to the Creditors' meeting on the invitation of the Chairperson.

26. The Creditors' Meeting shall be conducted as set out in the Plan and this Order.

27. The quorum for the purposes of the Creditors' Meeting shall be one Creditor present in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting or if the Chairperson exercises his/her sole discretion to adjourn the Creditors' Meeting, then the Creditors' Meeting shall be adjourned on such terms as are considered appropriate by the Chairperson and to such time and place as may be determined by the Chairperson.

28. The Chairperson shall be entitled to adjourn and further adjourn the Creditors' Meeting at the Creditors' Meeting or any adjourned Creditors' Meeting provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total.

29. In the event of any adjournment of the Creditors' Meeting, WGI and Evergreen shall not be required to deliver any notice of the adjournment or adjourned Creditors' Meeting other than announcing the adjournment at the Creditors' Meeting or posting notice of the adjournment at the originally designated time and location of the Creditors' Meeting or any adjourned Creditors' Meeting.

### *Voting Procedure at Creditors' Meeting*

30. At the Creditors' Meeting, the Chairperson shall direct a vote, by written ballot (except in the case of Proxies, in which case the Proxy shall stand as the written ballot), on a resolution to approve the Plan and the transaction contemplated therein and any amendments to the Plan made in accordance with the terms thereof.

31. For the purpose of considering and voting upon the Plan, persons having Claims shall be grouped into two classes: General Creditors and Secured Creditors. Each General and Secured Creditor, in such capacity and to the extent provided in the Plan and in this Order, shall be entitled to vote upon the Plan.

32. For the purposes of calculating the Required Majority pursuant to the CCAA at the Creditors' Meeting, each Creditor having a Proven Claim shall be entitled to:

(a) one vote for the purposes of determining the simply majority in number;  
and

(b) one vote for each \$1.00 of its Proven Claim for the purposes of determining the two-thirds majority in value

of those Creditors who actually vote upon the Plan in person or by proxy.

33. Each General Creditor who is a Claimant shall be entitled to vote as a General Creditor at the Creditors' Meeting and, for the purposes of voting at such Creditors' Meeting only, the amount of each Disputed Claim held by the Claimant as specified in the Proof of Claim relating thereto shall be deemed to be a Proven Claim. If the Plan is not approved by the Required Majority at the Creditors' Meetings and the votes cast by one or more Claimants are sufficient to determine the outcome of such votes, Evergreen and WGI shall be at liberty to apply to the Court for a determination as to the validity and quantum of the Disputed Claim of such Claimant and the right of a Claimant to vote at the Creditors' Meeting does not constitute an admission on behalf of Evergreen and WGI or the Monitor as to the validity or quantum of any Disputed Claim or the Claimant's right to any distribution pursuant to the Plan, and is without prejudice to the right of the Petitioner and Monitor to continue to dispute the validity and quantum of each Disputed Claim.



34. In order to be voted at the Creditors' Meeting, a completed Proxy must be received by the Monitor by no later than 10:00 a.m. on August 12, 2009. Notwithstanding the foregoing, the Monitor shall have the discretion to accept any Proxy signed by a Creditor or Claimant and delivered to the Monitor prior to the commencement of the Creditors' Meeting (or any adjournment thereof). The Monitor, in its sole discretion, may accept or reject for voting purposes any Proxy delivered to the Monitor, subject to the right of such Creditor or Claimant to appeal the decision of the Monitor to the Court.

35. Persons holding Unaffected Claims shall not be entitled to vote in respect of their Unaffected Claim.

36. The Monitor shall keep separate records and tabulations of votes cast.

***Application for Final Order***

37. The Monitor shall report to the Court the results of the Creditors' Meeting. If the Plan is approved by the Required Majority of the Creditors in accordance with paragraph 32 of this Order, Evergreen and WGI shall bring a motion seeking the Final Order sanctioning the Plan and serve notice upon each Person entering an appearance in these proceedings pursuant to the *Rules of Court* and such service will constitute good and sufficient service of the application for the final order and hearing date (the "**Final Hearing Date**") thereof. The Final Hearing Date shall be set by Evergreen and WGI in consultation with the Monitor. No Notice of any postponement or adjournment of the Final Hearing Date will be given to any Person unless written request of such notice is received by counsel for the Petitioner.

38. Any Person wishing to receive materials and appear at the hearing of the application for the Final Order (the "**Final Order Hearing**"), other than Evergreen and WGI, the Monitor and those Persons on the service list in this proceeding, shall, but no later than 5:00 p.m. (Vancouver time) on the date of the Creditors' Meeting, file an Appearance with the Court and serve the filed Appearance on the solicitors for Evergreen and WGI, the Monitor and the parties on the service list in this proceeding.

39. In the event the Final Order Hearing is postponed and adjourned, only those parties on the service list in this proceeding, Persons who have filed and served an Appearance

or Persons who have made written request of counsel for the Petitioner in accordance with paragraph 40 above, shall be served with notice of the adjourned date.

40. The Monitor may apply to this Court for advice and directions with respect to the implementation of this Order or with respect to any other matter relating to the Claims Procedure.

### ***Changes and Directions***

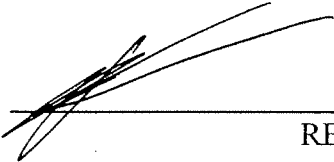
41. The forms of the Notice, Proxy, Proof of Claim, Dispute Notice and Notice of Motion attached as Schedules to this Order are hereby approved. Evergreen and WGI may, from time to time, make changes to such forms provided that the Monitor does not object to such changes and such changes are not substantive.

42. Evergreen and WGI are authorized to file any modification of, or amendment or supplement to, the Plan by way of a supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) filed with the Court at any time, or from time to time, prior to the Creditors' Meeting Date at or before the Creditors' Meeting, in which case any such supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) shall, for all purposes, be deemed to be part of and incorporate into the Plan. Evergreen and WGI shall give notice to the Creditors of the details of any such modification, amendment or supplement at the Creditors' Meeting prior to the vote being taken to approve this Plan. The Petitioner may give notice of a proposed modification, amendment or supplement to this Plan at or before the Creditors' Meeting by notice in writing which shall be sufficient if given to those Creditors present at the Creditors' Meeting in person or by proxy. After the Creditors' Meeting (and prior to obtaining of the Final Order), Evergreen and WGI may at any time and from time to time vary, amend, modify or supplement the Plan without the need for obtaining an Order of the Court or providing notice to the Creditors if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the Creditors under the Plan and is necessary in order to give effect to the substance of the Plan.

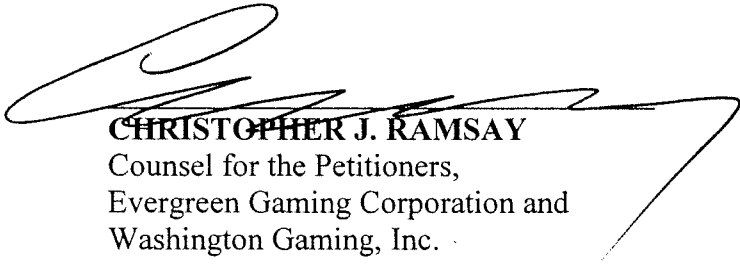
43. Any party affected by this Order may apply to this Court for an alteration or variation of this Order or direction as to the implementation of this Order upon two days' notice to the Monitor and Evergreen and WGI.

44. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

BY THE COURT

  
REGISTRAR

APPROVED AS TO FORM:

  
**CHRISTOPHER J. RAMSAY**  
Counsel for the Petitioners,  
Evergreen Gaming Corporation and  
Washington Gaming, Inc.



**SCHEDULE "A"**

Big Nevada, Inc.,  
Little Nevada II, Inc.,  
Little Nevada III, Inc.,  
Silver Dollar Mill Creek, Inc.,  
Golden Nugget Tukwila, Inc.,  
Shoreline Gaming, Inc.,  
Little Nevada, Inc.,  
Snohomish Gaming Inc.,  
Hollydrift Gaming, Inc.,  
Royal Casino Holdings, Inc.,  
Gameco, Inc.,  
Gaming Management Inc.,  
Gaming Consultants, Inc.,  
Shoreline Holdings Inc., and  
Mill Creek Gaming, Inc.

**SCHEDULE "B"**

**LIST OF COUNSEL APPEARING**

<b>COUNSEL</b>	<b>APPEARING FOR:</b>
<b>Christopher J. Ramsay</b>	Petitioners
<b>Dean Hutchison</b>	Fortress

**SCHEDULE "C"**

**NOTICE TO CREDITORS**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"  
(the "Petitioners")**

**B.C.S.C. Vancouver Registry No. S092767**

TAKE NOTICE that on April 15, 2009 the above noted companies filed for protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA Proceedings").

TAKE NOTICE that as part of the CCAA Proceedings, the Supreme Court of British Columbia has ordered that notice to creditors of their requirement to file a Proof of Claim, so as to be entitled to receive distribution on account of claims against Evergreen Gaming Corporation and Washington Gaming, Inc., may be served by way of this publication and notice.

Any creditor having a claim against Evergreen Gaming Corporation and Washington Gaming, Inc. should deliver to the Monitor a Proof of Claim form on or before **5:00 p.m., FRIDAY, AUGUST 7, 2009, the ("Claims Bar Date")**.

**CLAIMS WHICH ARE NOT RECEIVED BY FRIDAY, AUGUST 7, 2009 (the "CLAIMS BAR DATE") WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST EVERGREEN GAMING CORPORATION AND WASHINGTON GAMING, INC. AND THE CLAIM SHALL BE FOREVER RELEASED AND EXTINGUISHED.**

A Proof of Claim package may be obtained from the Monitor's webpage located at [www.deloitte.com/ca/evergreen](http://www.deloitte.com/ca/evergreen) or by contacting the Monitor at the following:

Deloitte & Touche Inc.  
PO Box 49279, Four Bentall Centre  
2800 – 1055 Dunsmuir Street  
Vancouver, British Columbia V7X 1P4  
Attn: Raj Hara  
Tel: (604) 640-4953  
Fax No. (604) 899-7016  
[rahara@deloitte.ca](mailto:rahara@deloitte.ca)

**SCHEDULE "D"**

NO. S092767  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND**

**IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57**

**AND**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**EVERGREEN GAMING CORPORATION  
PROOF OF CLAIM**

*Please read carefully the instructions included in the Notice of Claim accompanying this Proof of Claim. Please print legibly.*

---

Full Name of Creditor: \_\_\_\_\_  
(the "Creditor")

Full Mailing Address of Creditor: \_\_\_\_\_  
(All notices and correspondence  
regarding your Claim will be  
forwarded to this address) \_\_\_\_\_  
\_\_\_\_\_

Fax No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_





**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND**

**IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57**

**AND**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**WASHINGTON GAMING, INC.  
PROOF OF CLAIM**

*Please read carefully the instructions included in the Notice of Claim accompanying this Proof of Claim. Please print legibly.*

Full Name of Creditor: \_\_\_\_\_  
(the "Creditor")

Full Mailing Address of Creditor: \_\_\_\_\_  
(All notices and correspondence  
regarding your Claim will be  
forwarded to this address)

Fax No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

**CERTIFICATION AS TO CLAIM**

I do hereby certify that (*please see notes below for further instructions*):

1. I am a creditor, or representative of a creditor, of Washington Gaming, Inc.:  
\_\_\_\_\_ (*write in name of debtor company*).
  
2. I have knowledge of all of the circumstances connected with the claim referred to in this form.
  
3. As of the Filing Date, being April 15, 2009, Washington Gaming, Inc. was, and still is, indebted to me in the amount of Cdn. \$[ \_\_\_\_\_ ] including contract interest and charges (the "Claim").
  
4. A description of the basis on which the Claim arose is as follows:
  
  
  
  
  
  
  
  
  
  
5. I attach the following documents which support the Claim and any claim for contract interest or other charges.
  - (a)
  - (b)
  - (c)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
(Please Print Name)

### Instructions for Completion of Proof of Claim:

- Please complete separate Proofs of Claim in the event that you have claims against both Evergreen Gaming Corporation and Washington Gaming, Inc.
- Ensure that you complete the full name and delivery address, including fax number and e-mail address, of the creditor making the claim.
- The balance owing (item 3) must be calculated as of April 15, 2009, and cannot include any charges incurred thereafter.
- The Proof of Claim is incomplete unless you include a statement and description of the claim (item 4) and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 3.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to the Monitor, at the following address on or before **5:00 p.m. FRIDAY, AUGUST 7, 2009**:

Deloitte & Touche Inc.  
PO Box 49279, Four Bentall Centre  
2800 – 1055 Dunsmuir Street  
Vancouver, British Columbia V7X 1P4  
Attn: Raj Hara  
Tel: (604) 640-4953  
Fax No. (604) 899-7016  
rahara@deloitte.ca

- The Petitioners are entitled to disallow your Proof of Claim in whole or in part. If your Proof of Claim is disallowed in whole or in part, the Petitioners will send you a Dispute Notice along with particulars as to how you may dispute the Dispute Notice. If you do not receive a Dispute Notice, then the Petitioners have accepted your Proof of Claim.
- **PLEASE CONTACT THE MONITOR AT THE ADDRESS AND E-MAIL SET OUT ABOVE IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING YOUR PROOF OF CLAIM. A FAILURE TO PROPERLY COMPLETE OR RETURN YOUR PROOF CLAIM BY FRIDAY, AUGUST 7, 2009 WILL RESULT IN YOUR CLAIM BEING EXTINGUISHED WITHOUT ANY FURTHER ENTITLEMENT TO RECOVER YOUR CLAIM FROM THE PETITIONERS.**

**SCHEDULE "E"**

NO. S092767  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND**

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**AND**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**DISPUTE NOTICE**

Name of Creditor: \_\_\_\_\_

Pursuant to the Meeting and Claims Process Order, Evergreen Gaming Corporation and Washington Gaming, Inc. give you notice that your Proof of Claim has been reviewed and your Proof of Claim has been revised or disallowed for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to object to the Dispute Notice, you must, within 14 days of the date of delivery of the Dispute Notice, file and serve a Notice of Motion to the address below to be heard by the Court on a date to be agreed to by counsel for the Petitioners:

Fraser Milner Casgrain LLP  
1500 — 1040 West Georgia Street  
Vancouver, B.C. V6E 4H8  
Attention: Christopher J. Ramsay  
Fax No. (604) 683-5214  
chris.ramsay@fmc-law.com

AND

Deloitte & Touche Inc.  
PO Box 49279, Four Bentall Centre  
2800 – 1055 Dunsmuir Street  
Vancouver, British Columbia V7X 1P4  
Attn: Raj Hara  
Tel: (604) 640-4953  
Fax No. (604) 899-7016  
rahara@deloitte.ca

Subject to further dispute by you in accordance with the provisions of the Proof of Claim, your claim will be allowed at CDN \$[ ] for purposes of: voting and/or distribution (*circle one or both*).

DATED at Vancouver, British Columbia, Canada this [ ] day of [ ], 2009.

**SCHEDULE "F"**

NO. S092767  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

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**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**NOTICE OF MOTION**

**[Appealing Notice of Dispute]**

TO: The Petitioners  
c/o Fraser Milner Casgrain LLP  
Barristers and Solicitors  
15<sup>th</sup> Floor, The Grosvenor Building  
1040 West Georgia Street  
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TAKE NOTICE that an application will be made by \_\_\_\_\_ to the presiding judge or master at the courthouse at 800 Smithe Street, Vancouver, B.C. at a date and time to be agreed to by the Petitioners and the Applicant for an order:

1.

The Applicant will rely on \_\_\_\_\_.

At the hearing of the application, the Applicant will rely on the following affidavit(s) and other documents:

**PURSUANT TO THE INITIAL ORDER OF THE HONOURABLE CHIEF JUSTICE MADE APRIL 15, 2009, PROVISIONS OF RULE 51A ARE HEREBY DISPENSED WITH.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Solicitor

**SCHEDULE "G"**

No. S092767

VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND**

**IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57**

**AND**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**EVERGREEN GAMING CORPORATION AND  
WASHINGTON GAMING, INC.  
PLAN OF COMPROMISE AND ARRANGEMENT**

Filed: July 10, 2009



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PLAN OF COMPROMISE AND ARRANGEMENT BY EVERGREEN GAMING  
CORPORATION AND WASHINGTON GAMING, INC. PURSUANT TO  
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*  
AND THE *BUSINESS CORPORATIONS ACT*

**ARTICLE 1**  
**INTERPRETATION**

1.1 **Definitions**

In this Plan of Arrangement, unless otherwise stated, the following words and phrases shall have the respective meanings set out below, and grammatical variations of such words and phrases shall have corresponding meanings:

“**Applicable Law**” means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law (zoning or otherwise) or Order (in all cases having the force of law) that applies in whole or in part to such Person, property, transaction or event.

“**BCBCA**” means the *Business Corporations Act* (British Columbia), S.B.C. 2002, C.57, as amended.

“**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in British Columbia.

“**CCAA**” means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

“**CCAA Proceedings**” means the proceedings commenced by the Petitioners under the CCAA and BCBCA in the Supreme Court of British Columbia, Action No. S-092767, Vancouver Registry.

“**CCAA Claims**” means, collectively, all claims secured by the Administration Charge and the Directors' Charge contained in the Initial Order.

**“Certificate of Completion”** means the certificate issued by the Monitor and filed with the Court as provided for in Section 8.5.

**“Chairperson”** means a representative of the Monitor who shall preside as the chair of the Creditors’ Meeting and shall decide all matters relating to the conduct of the Creditors’ Meeting as provided in the Meeting and Claims Process Order.

**“Chapter 15 Proceedings”** means the proceedings commenced in the United States Bankruptcy Court, Western District of Washington at Seattle, Case No. 09-13567 (SJS).

**“Claim”** means any indebtedness, liability or obligation of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA, as set out in section 12(1) of the CCAA and includes a claim arising out of the termination of any Contract by the Petitioners.

**“Claimant”** means any General Creditor having a Disputed Claim.

**“Claims Bar Date”** means the date by which all General Creditors must file a Proof of Claim as set out in the Meeting and Claims Process Order.

**“Completion Date”** means the Business Day on which the Monitor files the Certificate of Completion with the Court pursuant to Section 8.5.

**“Contract”** means any contract, agreement, lease, indenture, deed of trust, license, option, purchase order, employment or consulting contract, or other commitment or obligation in the nature of a contract, whether oral or written, express or implied.

**“Court”** means the Supreme Court of British Columbia.

**“Creditor”** means any Person having a Claim, and includes the assignee of a Claim or the trustee, receiver, receiver manager or other Person acting on behalf of a Creditor, if such assignee or other Person has been recognized by the Monitor.

**“Creditor Class”** means the General Creditor Class or the Secured Creditor Class.

“**Creditors’ Meetings**” means the meetings of the Creditors to be called and held pursuant to the Meeting and Claims Process Order for the purpose of considering, and if thought fit, voting to approve this Plan, and the compromise and arrangement constituted hereunder, and any adjournment thereof.

“**Creditors’ Meeting Date**” means the date fixed for holding the Creditors’ Meeting under the Meeting and Claims Process Order, or any date to which such Meeting is adjourned or postponed pursuant thereto.

“**Crown**” means Her Majesty the Queen in Right of the Province of British Columbia and Her Majesty the Queen in Right of Canada.

“**Directors’ Resolutions**” means the directors’ resolutions of the board of WGI resolving to transfer 100% of the assets of WGI, including all of the shares of all WGI wholly owned subsidiaries (except for Mountlake and Riverside) and WGI’s interest in Shoreline Gaming, Inc. to the Receiver.

“**Dispute Notice**” means the Dispute Notice delivered by the Monitor to a Creditor in accordance with the terms of the Meeting and Claims Process Order.

“**Disputed Claim**” means a Claim that is the subject of a Dispute Notice and that is not a Proven Claim.

“**Distribution**” means the right of a Creditor to receive consideration under the Plan in accordance with Section 4.2.

“**Encumbrance**” means any encumbrance, lien, execution, priority, charge, pledge, mortgage, debenture, trust deed, conditional sale or other title retention agreement, security interest of any nature, adverse claim, servitude, exception, reservation, covenant, condition, restriction, easement, right of way, right of occupation, lease, license, any matter or agreement capable of registration against or otherwise affecting title, option, sale agreement, right to purchase, right of pre-emption, privilege or any contract to create any of the foregoing, and, for greater certainty, includes any security interest (as defined in the *Personal Property Security Act*, R.S.B.C. 1996, c. 359).

“**Evergreen**” means Evergreen Gaming Corporation.

“**Filing Date**” means April 15, 2009.

“**Final Distribution Date**” means a date selected by the Monitor, in its sole discretion, which shall be not more than 10 Business Days after the date on which the last Disputed Claim shall have been finally determined in accordance with this Plan and the Meeting and Claims Process Order.

“**Final Order**” means an Order of the Court in the CCAA Proceedings and the United States Bankruptcy Court in the Chapter 15 Proceedings approving this Plan as provided for in Article 8.

“**Fortress**” means Fortress Credit Corp. as agent for Fortress Credit Opportunities I LP and Fortress Credit Funding II LP.

“**GAAP**” has the meaning ascribed thereto in Section 1.4.

“**General Creditor**” means any Creditor having a Claim other than Unaffected Claims, and the Secured Creditor in respect of its Claims which are not secured by an interest in the Petitioners’ property.

“**General Creditor Class**” means the Class comprised of the General Creditors.

“**General Creditor Distribution**” means the Distribution by the Petitioner to the General Creditors.

“**Governmental Authority**” means, with respect to any Person, transaction or event, any: (a) federal, provincial, municipal or local government body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (b) agency, authority, commission, instrumentality, regulatory body, Superintendent, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government; (c) Court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (d) 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, in each case having jurisdiction over such Person, transaction or event.

“**Initial Order**” means the Order of the Court in the CCAA Proceedings dated April 15, 2009 ordering, among other things, a stay of proceedings against the Petitioners, as amended from time to time.

“**Material Claimant**” has the meaning ascribed thereto in Section 5.8.

**“Meeting and Claims Process Order”** means the Order of the Court in the CCAA Proceedings authorizing the Petitioners to present this Plan to the Creditors at the Creditors’ Meeting, as amended and modified by any subsequent Order of the Court and, among other things, providing for the conduct of the Creditors’ Meeting.

**“Meeting Materials”** means the notice of meeting, form of proxy and related materials sent to the Creditors as provided for in the Meeting and Claims Process Order.

**“Monitor”** means Deloitte & Touche Inc. in its capacity as Monitor of the Petitioners, and not in its personal capacity, pursuant to the Initial Order, and without any personal or corporate liability.

**“Mutual Release Agreement”** means the release entered into between the Secured Creditor and Evergreen, WGI, Riverside and Mountlake.

**“Mountlake”** means Mountlake Gaming Inc.

**“Order”** means any order, directive, judgment, decree, award or writ of any Tribunal.

**“Person”** means any individual, partnership, limited partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority or any other entity.

**“Petitioners”** means Evergreen and WGI.

**“Plan”** or **“Plan of Arrangement”** means this plan of compromise and arrangement, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.

**“Plan Administrator”** means the Monitor who will be charged with the duties of the Monitor as set out herein and as set out in the Settlement Agreement.

**“Post Filing Claim”** means any amount due to any Person for any goods or services supplied to the Petitioners subsequent to the Filing Date and/or for any sales or excise taxes, source deductions or assessments and premiums due from the Petitioners and arising subsequent to the Filing Date, but does not include any

Claim arising as a result of the repudiation, restructuring or termination of any Contract by the Petitioners.

**“Proof of Claim”** means a proof of claim, in the form prescribed by the Meeting and Claims Process Order, completed by a Creditor and delivered to the Monitor in accordance with the terms of such Order.

**“Proven Claim”** means the aggregate amount of any and all Claims held by the Secured Creditor and the General Creditors which have been accepted by the Petitioners or finally determined by agreement between the Petitioners, the Secured Creditor and the General Creditors.

**“Receiver”** means Grant Thornton Limited in its capacity as interim receiver, receiver and manager of all of the assets, undertakings and properties of the Subsidiaries, or a trust or similar vehicle in the control of Grant Thornton Limited or other Party acceptable to Fortress.

**“Released Parties”** has the meaning ascribed thereto in Section 7.1.

**“Required Majority”** means the affirmative vote of:

- (a) a simple majority in number of those Creditors who actually vote upon this Plan (in person or by proxy) at the Creditors’ Meetings in the Creditor Class; and
- (b) a two-thirds majority in value of the Proven Claims of Creditors who actually vote upon this Plan (in person or by proxy) at the Creditors’ Meeting in the Creditor Class;

in accordance with the Meeting and Claims Process Order.

**“Riverside”** means Riverside Casino Inc.

**“Secured Creditor”** means Fortress.

**“Secured Creditor Class”** means the Class comprised of the Secured Creditors.

**“Secured Creditor Distribution Date”** means the second Business Day after the Completion Date or such other date selected by the Monitor, in its sole discretion, which shall not be more than five Business Days after the Completion Date.



“**Settlement Agreement**” means the agreement between the Secured Creditor and the Petitioners dated July 2, 2009.

“**Shareholders Consents**” means the consents executed by the Shareholders of WGI to transfer the shares of all WGI wholly owned subsidiaries (except for Mountlake and Riverside) to the Receiver.

“**Stay Termination Date**” means the date upon which the CCAA stay of proceedings against the Petitioners terminates, which is to be determined.

“**Subsidiaries**” means the corporations listed in Schedule “A” to the Settlement Agreement.

“**Tribunal**” means any court (including a court of equity) of competent jurisdiction, arbitrator panel and any other Governmental Authority.

“**Unaffected Claims**” means, collectively:

- (a) any and all obligations arising from inter-company debt owing from WGI to Evergreen;
- (b) the CCAA Claims; and
- (c) the Post Filing Claims;

“**WGI**” means Washington Gaming, Inc.

## 1.2 **Headings**

The division of this Plan into articles and sections and the insertion of headings are for convenience only and do not form part of this Plan and will not be used to interpret, define or limit the scope, extent or intent of this Plan.

## 1.3 **Section References**

The terms “hereof”, “hereunder”, “herein” and like expressions refer to this Plan and not to any particular article or section of this Plan. In this Plan, where the context so requires, any words importing the singular number shall include the plural and vice versa and any word importing gender shall include all genders. In this Plan, a reference to an article or section shall, unless otherwise stated, mean an article or section of this Plan.

1.4           **Accounting Terms**

All accounting terms not otherwise defined in this Plan shall have the meanings ascribed thereto in accordance with Canadian generally accepted accounting principles (“GAAP”). Any question or dispute with respect to the content of GAAP shall be determined by the Monitor, in its sole discretion.

1.5           **Statutory References**

Unless otherwise specified, each reference herein to a statute is deemed to be a reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.6           **Extended Meanings**

In this Plan, the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that reference to included matters shall be regarded as illustrative without being either characterizing or exhaustive, and the word “or” is not exclusive.

1.7           **Dates of Actions**

In the event that any date on which any action is required to be taken hereunder by any Person is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day. Any action taken after 5:00 p.m. on a Business Day or on any day that is not a Business Day will be deemed to have occurred on the following Business Day.

1.8           **Time**

All times expressed in this Plan are references to local time in Vancouver, British Columbia, unless otherwise stated.

1.9           **Currency**

All references to amounts of money mean lawful currency of Canada, unless otherwise stated.

1.10          **Schedules**

The following schedules are attached to and form part of this Plan:

<u>Schedule</u>	<u>Description</u>
A	List of the Subsidiaries
B	Settlement Agreement

## **ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN**

### **2.1 Purpose of this Plan**

The purpose of this Plan is to achieve a restructuring of the affairs of Evergreen and WGI so as to facilitate the transfer of 100% of the assets of WGI, including the shares of WGI's wholly owned Subsidiaries to the Receiver in satisfaction of the secured obligations owing by Evergreen and WGI to the Secured Creditor. Under the Plan WGI will retain Mountlake Gaming Inc. and Riverside Casino Inc. as its operating business. The General Creditors will receive a dividend of 5 cents on the dollar with respect to their Claim within 3 years of the Completion Date. The Creditors and the stakeholders of Evergreen and WGI will derive a greater benefit or recovery on the Claims than if this Plan were not implemented. Under this Plan, any and all Claims that the Creditors have, or have had, against the Petitioners, or its officers and directors, other than those Claims which cannot be compromised under the CCAA, will be extinguished and released.

### **2.2 Persons Affected by this Plan**

From and after the Completion Date, this Plan will be binding upon and enure to the benefit of the Petitioners and be binding on all Persons in accordance with its terms.

### **2.3 Persons Not Affected by this Plan**

For greater certainty, this Plan does not affect the Unaffected Claims. Nothing in the Plan shall affect any of the Petitioners' rights and defences, legal or equitable, with respect to any Unaffected Claims including any rights with respect to legal and equitable defences or entitlements to setoffs against such claims.

2.4 **Plan Administrator**

The Monitor shall act as Plan Administrator up until the Completion Date.

2.5 **Effect of Plan Generally**

Upon the Completion Date, the treatment of all Claims under this Plan shall be final and binding on the Petitioners and all Creditors (and their respective heirs, executors, administrators, legal personal representatives, successors and assigns), irrespective of the jurisdictions in which such Creditors reside or the Claims arise, and this Plan shall constitute a full, final and absolute settlement of all rights of all Creditors in consideration of the Distribution to be paid to such Creditors in accordance with the terms of this Plan.

**ARTICLE 3  
MECHANICS OF THE PLAN**

3.1 **Overview of Restructuring Process**

The Secured Creditor will receive all the shares held by WGI in the Subsidiaries, (excluding Mountlake Gaming Inc. and Riverside Casino Inc.) by way of transfer to the Receiver. General Creditors will receive 5 cents on the dollar on their claim.

As of the Completion Date the Petitioners shall be released from the Claims of all Creditors except for the obligations under the Credit Agreement (as that term is defined in the Settlement Agreement) which shall be released in accordance with Paragraph 18(e) of the Settlement Agreement.

3.2 **Proposed Timetable**

The Petitioners shall use all reasonable commercial efforts to adhere to the following timeline in respect of the Plan. The following timeline, is, however, subject to change.

	<b>Events</b>	<b>Anticipated Dates</b>	<b>Defined Dates</b>
1.	Hearing of Court Application to approve Settlement Agreement	July 3, 2009	
2.	Order Authorizing Meeting and Claims Process Order and Filing of Plan	July 10, 2009	
3.	Mailing of Meeting Materials to General Creditors	week of July 13, 2009	

	<b>Events</b>	<b>Anticipated Dates</b>	<b>Defined Dates</b>
4.	Publication of Notices to General Creditors	July 17, 2009	
5.	Deadline for General Creditors to deliver Proofs of Claim	August 7, 2009 or as allowed by Monitor	Claims Bar Date
6.	Creditors' Meeting	August 12, 2009	Creditors' Meeting Date
7.	Hearing of Application for Final Order in the CCAA Proceedings and Chapter 15 Proceedings	August 24, 2009	
8.	Secured Creditor Distribution	To be Determined	Secured Creditor Distribution Date
9.	General Creditor Distribution	To be Determined	General Creditor Distribution

**ARTICLE 4  
CREDITOR CLASSES AND PAYMENTS**

**4.1 Classes of Creditors**

There are two classes of Creditors for the purpose of considering and voting on this Plan: Secured Creditors and General Creditors.

**4.2 Treatment of Creditors**

Upon the Completion Date the obligations of the Petitioners to the Creditors shall be settled and compromised pursuant to this Plan as follows:

- (a) **Secured Creditors:** 100% of the assets of WGI, including all of the shares of the capital stock of all WGI subsidiaries (with the sole exception of Mountlake and Riverside) will be transferred to the Receiver.

- (b) **General Creditors:** Each General Creditor will receive 5 cents on the dollar of their provable claim to be paid over a three (3) year time period.

## **ARTICLE 5 FILING OF PROOFS OF CLAIM AND CREDITORS' MEETINGS**

### **5.1 Determination of Claims**

The determination of the validity and quantum of any Claim shall be made in accordance with the procedures set forth in the Meeting and Claims Process Order or by way of agreement between the Petitioners, the Monitor and the Creditor having such Claim or by determination by the Court.

### **5.2 Failure to File Proofs of Claim Prior to Claims Bar Date**

If a General Creditor has not filed a Proof of Claim with the Monitor prior to the Claims Bar Date or such later date as agreed upon by the Monitor as allowed for under the Meeting and Claims Process Order, such General Creditor shall be forever barred from participating in this Plan, shall have no right to vote in respect of this Plan and shall not be entitled to Distribution under this Plan, and the Petitioners shall be forever released from any and all Claims of, or liabilities or obligations to, such General Creditor.

### **5.3 Classes of Creditors**

The classes of Creditors for the purpose of considering and voting on this Plan will be comprised of the Secured Creditor and the General Creditors.

### **5.4 Creditors' Meetings**

The Monitor will call the Creditors' Meetings, and convene and hold the same on the Creditors' Meeting Date, in accordance with the terms of this Plan and the Meeting and Claims Process Order.

### **5.5 Creditors' Approval**

The Petitioners will seek approval of this Plan at the Creditors' Meetings by the Required Majority. Except for any resolution to be voted on at the Creditors' Meetings to approve, amend or vary this Plan, which will be decided by the Required Majority by ballot, every question submitted to a vote at the Creditors' Meetings will be decided by a majority in value of the Proven Claims cast on a poll. The result of any vote will be binding on all Creditors

whether or not any such General Creditor is present and voting (in person or by proxy) at the Creditors' Meetings.

#### 5.6 **Procedures at Creditors' Meetings**

The following procedures shall apply at the Creditors' Meetings. To the extent such procedures are inconsistent with the Meeting and Claims Process Order, the procedures provided in the Meeting and Claims Process Order shall govern:

- (a) subject to any Order of the Court, the Chairperson shall decide all matters relating to the conduct of the Creditors' Meetings;
- (b) the quorum required at the Creditors' Meetings shall be one Creditor present in person or by proxy;
- (c) the Chairperson shall appoint scrutineers and designate a secretary for the supervision and tabulation of the attendance at and votes cast at the Creditors' Meetings;
- (d) the only Persons entitled to notice of or to attend, speak and vote at the Creditors' Meetings will be Creditors having Proven Claims, Claimants, the Secured Creditor, the directors and officers of the Petitioners, the Monitor and its representatives, the legal advisors and proxyholders of any of the foregoing and any Person admitted on the invitation of the Chairperson;
- (e) if the requisite quorum is not present at the Creditors' Meetings, or if the Creditors' Meetings are postponed by a vote of the Creditors present in person or by proxy, then the Creditors' Meetings shall be adjourned by the Chairperson to a date thereafter and to such time and place as may be determined by the Chairperson;
- (f) any proxy which a Creditor wishes to use at the Creditors' Meetings must be received by the Monitor or the Chairperson prior to the commencement of the Creditors' Meetings;
- (g) the Chairperson shall direct a vote at the Creditors' Meetings with respect to a resolution to approve this Plan and the transactions contemplated herein, and such amendments hereto as the Petitioners consider appropriate; and

- (h) for voting purposes, the Chairperson shall keep a separate record and tabulation of any and all votes cast in respect of Disputed Claims.

#### 5.7 **Voting by Creditors**

For the purposes of voting at the Creditors' Meetings, each Creditor having a Proven Claim shall be entitled to:

- (a) one vote in the Creditor Class for purposes of determining the simple majority in number required under clause (a) of the definition of "Required Majority" in Section 1.1; and
- (b) one vote in the Creditor Class for each \$1.00 of its Proven Claim for purposes of determining the two-thirds majority in value required under clause (b) of the definition of "Required Majority" in Section 1.1.

#### 5.8 **Voting by Claimants**

Each Creditor who is a Claimant shall be entitled to vote as a Creditor at the Creditors' Meetings and, for purposes of voting at such Meetings only, the amount of each Disputed Claim held by a Claimant as specified in the Proof of Claim relating thereto shall be deemed to be a Proven Claim. In the event that this Plan is not approved by the Required Majority at the Creditors' Meetings and the votes cast by one or more Claimants are sufficient to determine the outcome of such votes, the Petitioners shall apply to Court at the earliest opportunity for a determination as to the validity and quantum of the Disputed Claim of each such Claimant (each a "**Material Claimant**").

The right of a Claimant to vote at the Creditors' Meetings pursuant to this Section 5.8 does not constitute an admission on behalf of the Petitioners or the Monitor as to the validity or quantum of any Disputed Claim or the Claimant's right to participate in any distribution pursuant to this Plan, and is without prejudice to the right of the Petitioners and Monitor to continue to dispute the validity and quantum of such Disputed Claim.



5.9 **Status Quo**

Until such time as the validity and quantum of the Disputed Claims held by all Material Claimants are determined in accordance with the procedures set forth in the Meeting and Claims Process Order, including by way of agreement between the Petitioners and such Claimant (with the consent of the Monitor) or by determination by the Court:

- (a) the Petitioners will maintain the status quo as contemplated by the terms of the Initial Order; and
- (b) the Petitioners will defer making an application for the Final Order.

5.10 **Proxies**

Each Person who is entitled to vote at the Creditors' Meetings will be entitled to vote in person or by proxy, using the proxy form distributed by the Monitor pursuant to the Meeting and Claims Process Order.

5.11 **Voting Disputes**

Any issue which arises in respect of the right of a General Creditor or Claimant to vote at the Creditors' Meetings shall be resolved by the Chairperson, provided that any dispute relating to a decision of the Chairperson in this regard may be appealed to the Court at or before the hearing of the application for the Final Order.

5.12 **Adjournment of Creditors' Meetings**

The Chairperson may, in its sole discretion, upon notice to those Persons attending the Creditors' Meetings, adjourn the Creditors' Meetings upon such terms as are considered appropriate by the Chairperson for the purpose of considering any amendments, variations, modifications or supplements to this Plan made pursuant to Article 6.

**ARTICLE 6  
MODIFICATION AND WITHDRAWAL**

6.1 **Modification of Plan**

The Petitioners reserve the right to file any modification of, or amendment or supplement to, this Plan by way of a supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) filed with the Court at any time, or from time to time, prior to the Creditors' Meeting Date or at or before the Creditors' Meetings, in which case

any such supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) shall, for all purposes, be and be deemed to be a part of and incorporated into this Plan. The Petitioners shall give notice to the Creditors of the details of any such modification, amendment or supplement at the Creditors' Meetings prior to the vote being taken to approve this Plan. The Petitioners may give notice of a proposed modification, amendment or supplement to this Plan at or before the Creditors' Meetings by notice in writing which shall be sufficient if given to those Creditors present at such Meetings in person or by proxy and any and all voting letters or proxies shall continue to be valid in respect of any modification, amendment or supplement to the Plan. After the Creditors' Meetings (and both prior to and subsequent to the obtaining of the Final Order), the Petitioners may at any time and from time to time vary, amend, modify or supplement this Plan without the need for obtaining an order of the Court or providing notice to the Creditors if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the Creditors under this Plan or the Final Order and is necessary in order to give effect to the substance of this Plan or the Final Order. In the event a material variation, amendment, modification or supplement is required by the Petitioners, such shall be permitted by Court order.

## 6.2 **Revocation, Withdrawal or Non-Consummation**

The Petitioners reserves the right to revoke or withdraw this Plan at any time prior to the Completion Date and to file subsequent plans of reorganization or arrangement. If the Petitioners revoke or withdraw this Plan, or if the Final Order is not made, (a) this Plan shall be null and void in all respects, (b) any Claim, any settlement or compromise embodied in this Plan (including the fixing or limiting of any Claim to an amount certain), assumption or termination, repudiation of executory contracts or leases effected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void and (c) nothing contained in this Plan, and no act taken in preparation for consummation of this Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Petitioners or any other Person; (ii) prejudice in any manner the rights of the Petitioners or any Person in any further proceedings involving the Petitioners; or (iii) constitute an admission of any sort by the Petitioners or any other Person.

**ARTICLE 7**  
**EFFECT OF PLAN**

**7.1 Releases**

As of the Completion Date and subject to the terms of the Settlement Agreement and the Mutual Release, the following Persons (collectively, the “**Released Parties**”):

- (a) the Petitioners and its legal counsel in the CCAA Proceedings;
- (b) the Monitor and its legal counsel in the CCAA Proceedings;
- (c) all present and former directors, officers and employees of any of the Petitioners, in such capacities and not in any other capacity; and
- (d) any Person claimed to be liable derivatively through any and all of the foregoing Persons;

shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert including, any claims in respect of potential statutory liabilities of the present and former directors, officers and employees of the Petitioners and any alleged fiduciary or other duty, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Completion Date in any way relating to, arising out of or in connection with Claims, the business and affairs of the Petitioners, this Plan and the CCAA Proceedings to the full extent permitted by law, and all claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Petitioner’ obligations under the Plan or any related document) provided that nothing herein:

- (i) shall affect the rights of any Person to recover indemnity from any insurance coverage under which that Person is an insured; or
- (ii) shall release or discharge present or former directors of the Petitioners with respect to matters set out in section 5.1(2) of the CCAA;

and provided further, however, that notwithstanding the foregoing releases under the Plan, any Claim asserted against the Petitioners shall remain subject to any right of set-off that otherwise would be available to the Petitioners in the absence of such releases.

## 7.2 **Permanent Injunction**

From and after the Completion Date, all Creditors and other Persons shall be permanently and forever barred, estopped, stayed and enjoined with respect to compromised claims from:

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any actions, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Petitioners and its respective representatives, predecessors, heirs, spouses, dependents, administrators, executors, subsidiaries, affiliates, related companies, franchisees, member companies, vendors, partners, distributors, brokers, retailers, officers, directors, shareholders, employees, attorneys, sureties, insurers, successors, indemnitees, servants, agents and assigns, as applicable;
- (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Petitioners and its respective representatives, predecessors, heirs, administrators, executors, subsidiaries, affiliates, related companies, franchisees, member companies, vendors, partners, distributors, brokers, retailers, officers, directors, shareholders, employees, attorneys, sureties, insurers, successors, indemnitees, servants, agents and assigns, or the property of such persons;
- (c) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Petitioners;
- (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or Encumbrance of any kind; and

- (e) taking any actions to interfere with the implementation or consummation of this Plan.

### 7.3 **Waiver of Defaults**

From and after the Completion Date, all Creditors and other Persons shall be deemed to have waived any and all defaults of the Petitioners now existing or previously committed or caused by the Petitioners, or non-compliance with any covenant, warranty, representation, term, provision, condition, obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereof, existing between such Person and the Petitioners, including a default under a covenant relating to any other related company of the Petitioners and any and all notices of default and demands for payment under any instrument, including any guarantee, shall be deemed to have been rescinded.

### 7.4 **Cancellation of Encumbrances**

Immediately prior to the Final Order and subject to the terms of the Settlement Agreement, any and all registrations (in any Land Title Office, Personal Property Registry or other registry or place where any Encumbrance of any kind may be registered or recorded) by any Person having a Claim shall be expunged, removed or otherwise discharged, and the Registrar of Titles, Personal Property Registrar and all other Persons in control of such places of registration or recording shall forthwith remove and discharge all such registrations.

### 7.5 **Crown Claims**

The Crown shall be paid in full, within six months after the date of the Final Order, all amounts of a kind that were outstanding as of the Filing Date and that are referred to in Section 18.2(1) of the CCAA.

## **ARTICLE 8 APPLICATION FOR FINAL ORDER AND CONDITIONS PRECEDENT**

### 8.1 **Effectiveness of Plan**

Upon the Completion Date, this Plan will become effective and will, be implemented.

## 8.2 **Conditions Precedent to Effectiveness of Plan**

The implementation and effectiveness of this Plan is expressly subject to the fulfillment of the following conditions:

- (a) the approval of this Plan by the Required Majority as set out in Section 5.7 except that in the event a Required Majority is not obtained in the General Creditor Class that will not affect the implementation and effectiveness of this Plan as against the Secured Creditor;
- (b) the granting of the Final Order on the terms contemplated by this Plan or such other terms as are satisfactory to the Petitioners; and
- (c) the approval of the Settlement Agreement by the Court.

## 8.3 **Application for Final Order**

If this Plan is approved at the Creditors' Meeting by the Required Majority as set out in Section 5.7, and subject to any requirement to first determine the Claims of Material Claimants, if any, as provided for in Section 5.8, the Petitioners will forthwith thereafter apply to Court for the Final Order.

## 8.4 **Terms of Final Order**

In addition to sanctioning the Plan, the Final Order shall, among other things:

- (a) vest in the Receiver 100% of the assets of WGI, including all of the shares of the capital stock of the Subsidiaries;
- (b) declare that the arrangements effected by this Plan are approved, binding and effective upon the Petitioners, all Creditors, and any other Persons affected by this Plan, and release and discharge the Petitioners from any and all obligations, liabilities and indebtedness, as and to the extent provided for in this Plan;
- (c) release and discharge the Petitioners from any and all Claims subject to and in accordance with this Plan and stay any and all steps or proceedings, including administrative orders, declarations or assessment commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any and all past, present and future directors, officers and employees of the Petitioners (in those capacities in respect of all Claims) and discharge all past and present directors, officers and employees of the Petitioners from any liability with respect to all Claims, all to the extent provided for in this Plan;

- (d) confirm and give effect to the releases, waivers, permanent injunctions and other provisions contemplated by this Plan;
- (e) declare that the stay of proceedings under the Initial Order (as extended and amended by Orders made in the CCAA Proceedings) continues until the Stay Termination Date;
- (f) order that the Petitioners shall be released from CCAA Proceedings upon the filing of the Certificate of Completion by the Monitor;
- (g) order that the Monitor be discharged of its duties and obligations under the Initial Order and released in relation to the Claims of the Creditors.

#### 8.5 **Monitor's Certificate of Completion**

Upon the satisfaction of the conditions precedent set out in Sections 8.2, the Monitor shall file with the Court a certificate which states that all conditions precedent set out in this Plan have been satisfied. In so certifying, the Monitor shall, in all respects, be entitled to rely upon certificates, representations and confirmations from the Petitioners and their counsel.

#### 8.6 **Non-Fulfillment of Conditions**

If any of the conditions set out in Section 8.2 are not satisfied or waived on or before September 30, 2009, this Plan shall, without any further act or formality, thereupon terminate and cease to have any further force or effect.

## **ARTICLE 9 DISTRIBUTIONS TO CREDITORS**

#### 9.1 **Entitlement to Receive Distribution Amounts**

Each Creditor having a Proven Claim will be entitled to receive its respective Distribution in exchange for, and in full and final satisfaction of such Proven Claim. The Distribution will be distributed at the times and in the manner provided for in this Article 9.

#### 9.2 **No Distributions Pending Acceptance of Claims**

Notwithstanding any other provision of this Plan, no Distribution shall be made with respect to all or any portion of a Disputed Claim unless and until it has become a Proven Claim in accordance with the provisions of this Plan or the Meeting and Claims Process Order.

### 9.3 **Distribution**

Pursuant to the terms of Paragraph 4 of the Settlement Agreement, the Monitor shall on the Secured Creditor Distribution Date, transfer to the Receiver the escrowed Directors' Resolutions and Shareholders Consents such as to allow the Subsidiaries to be transferred to the Receiver. The Petitioners will pay to the General Creditors 5 cents on the dollar of their proven claims. Such payment will occur no later than 3 years after the Completion Date.

### 9.4 **Assignment of Compromised Claims**

If any Creditor transfers or assigns a Claim to another Person after the Filing Date, neither the Petitioners nor the Monitor shall be obligated to deal with the transferee or assignee of such Claim unless notice of the transfer or assignment, together with evidence showing that such transfer or assignment was valid under Applicable Law, acceptable to the Monitor, has been received by the Monitor by the Claims Bar Date.

### 9.5 **Interest on Claims**

Interest shall not accrue or be paid on any Claim after or in respect of the period following the Filing Date, and no holder of a Claim shall be entitled to any interest accruing on or after or in respect of the period following the Filing Date on any such Claim. Interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Filing Date to the date of a distribution is made thereon if such Disputed Claim becomes a Proven Claim.

### 9.6 **Withholding and Reporting Requirements**

In connection with this Plan and all distributions hereunder, the Monitor shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any Applicable Law of federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Monitor shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of this Plan: (a) each General Creditor having of a Proven Claim that is to receive a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority, including income, withholding and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such General Creditor pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Monitor for the payment and satisfaction of such tax obligations.



9.7 **Guarantees and Similar Covenants**

No Person who has a Claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim or who has any right in respect of, or to be subrogated to, the rights of any Person (including the Petitioner) in respect of a Claim shall be entitled to any greater rights than the Creditor whose Claim is compromised under this Plan.

**ARTICLE 10  
GENERAL**

10.1 **Paramountcy**

From and after the Completion Date, any conflict between this Plan and the terms, conditions, covenants, representations, warranties, provisions or obligations, expressed or implied, of any contract, creditor document, agreement for sale, arrangement, constating or organizational documents of the Petitioners, lease or other agreement, written or oral and any and all amendments or supplements thereto existing among one or more of the Creditors and the Petitioners as at the Completion Date, will be deemed to be governed by the terms, conditions and provisions of this Plan and the Final Order, which will take precedence and priority in respect thereof. For greater certainty, all Creditors shall be deemed irrevocably for all purposes to consent to all transactions contemplated in this Plan.

10.2 **Deeming Provisions**

The deeming provisions contained herein are not rebuttable and are conclusive and irrevocable.

10.3 **Different Capacities**

Persons who are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or provided for in this Plan or unless its Claims overlap or are otherwise duplicative.

10.4 **Severability**

In the event that any provision of this Plan is determined to be unenforceable, invalid or void, unless otherwise determined by the Petitioners, in their sole discretion, such

determination shall in no way affect, impair or invalidate the remainder of the provisions of this Plan, all of which shall remain in full force and effect.

10.5 **Further Assurances**

Notwithstanding that the actions, transactions or events set out in this Plan shall occur or be deemed to occur without any requirement for any additional act or formality, other than as set out herein, each of the Persons bound by this Plan, including the Petitioners, will make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required, or as may be reasonably requested by the Petitioners or the Monitor, in order to fully implement this Plan or document or evidence any of the actions, transactions or events set out herein, including, in the case of the Petitioners, the filing of any required Notices of Alteration, the issuance of any required share certificates and the making of any necessary changes to its central securities register.

10.6 **Notices**

All notices and communications required, permitted or desired to be made pursuant to this Plan shall be in writing and shall be delivered personally or by facsimile to the Petitioners at the following address:

Fraser Milner Casgrain LLP  
Barristers and Solicitors  
15<sup>th</sup> Floor, Grosvenor Building  
1040 West Georgia Street  
Vancouver, BC V6E 4H8

Attention: Christopher J. Ramsay  
Email: chris.ramsay@fmc-law.com  
Facsimile: (604) 622 5151

and to the Monitor at the following address:

Deloitte & Touche Inc.  
PO Box 49279, Four Bentall Centre  
2800 – 1055 Dunsmuir Street  
Vancouver, British Columbia V7X 1P4

Attention: Mr. Raj Hara  
Email: rahara@deloitte.ca  
Facsimile: (604) 899-7016

10.7 **Governing Law**

This Plan shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions will be subject to the exclusive jurisdiction of the Court.

10.8 **Successors and Assigns**

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and permitted assigns of any Person named or referred to in this Plan.

DATED at the City of Vancouver, the Province of British Columbia this 10th day of July, 2009.

**EVERGREEN GAMING CORPORATION**

Per: \_\_\_\_\_  
Authorized Signatory

**WASHINGTON GAMING, INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE "H" – (PROXY)**

NO. S092767  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND**

**IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57**

**AND**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**EVERGREEN GAMING CORPORATION  
PROXY**

**MEETING OF CREDITORS**

to be held pursuant to an Order of the British Columbia Supreme Court  
in connection with Evergreen Gaming Corporation and Washington Gaming, Inc.'s  
Plan of Compromise and Arrangement under the *Companies' Creditors Arrangement Act*  
(the "Plan")  
and any adjournment thereof.

Before completing this proxy, please read carefully the Instructions to Creditors enclosed herewith.

**THIS PROXY MUST BE COMPLETED AND SIGNED BY THE CREDITOR AND PROVIDED TO THE MONITOR, DELOITTE & TOUCHE INC., BY 10:00 A.M. ON AUGUST 12, 2009 IF ANY PERSON ON THE CREDITOR'S BEHALF IS TO ATTEND THE MEETING DATE AND VOTE ON THE PLAN OR IF THE CREDITOR WISHES TO APPOINT AN OFFICER OF THE MONITOR TO ACT AS THE CREDITOR'S PROXY.**

**THE UNDERSIGNED CREDITOR** hereby revokes all proxies previously given and nominates, constitutes and appoints \_\_\_\_\_ (the "Nominee") as his/her/its proxy, or, if no name is inserted in the blank space, Deloitte & Touche Inc. in its capacity as Monitor or any such other person the Monitor may designate, as proxyholder for the undersigned Creditor, with power of substitution, to attend on behalf of and act for the Creditor at the Meeting of Creditors to be held in connection with the Plan and at any and all adjournments thereof, and to vote the amount of the undersigned Creditor's Proven Claim as determined pursuant to the Initial Order as follows:

A. (mark one only):

- VOTE FOR approval of the Evergreen Gaming Corporation Plan; or
- VOTE AGAINST approval of the Evergreen Gaming Corporation Plan;

-and-

(b) \_\_\_\_\_ vote at the Nominee's discretion and otherwise act for and on behalf of the undersigned Creditor in respect of any amendments or variations to the above Plan and to any other matters that may come before the Meeting of Creditors or any adjournment thereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Print Name of Creditor)

\_\_\_\_\_  
Signature of Creditor or, if the Creditor is a corporation, signature of an authorized signing officer of the corporation

\_\_\_\_\_  
Title of the authorized signing officer of the corporation, if applicable

\_\_\_\_\_  
Mailing Address of Creditor

\_\_\_\_\_  
Phone Number of Creditor

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND**

**IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57**

**AND**

**IN THE MATTER OF EVERGREEN GAMING CORPORATION AND WASHINGTON  
GAMING, INC., AND THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"**

PETITIONERS

**WASHINGTON GAMING, INC.  
PROXY**

**MEETING OF CREDITORS**

to be held pursuant to an Order of the British Columbia Supreme Court  
in connection with Evergreen Gaming Corporation and Washington Gaming, Inc.'s  
Plan of Compromise and Arrangement under the *Companies' Creditors Arrangement Act*  
(the "Plan")  
and any adjournment thereof.

Before completing this proxy, please read carefully the Instructions to Creditors  
enclosed herewith.

**THIS PROXY MUST BE COMPLETED AND SIGNED BY THE  
CREDITOR AND PROVIDED TO THE MONITOR, DELOITTE & TOUCHE INC., BY  
10:00 A.M. ON AUGUST 12, 2009 IF ANY PERSON ON THE CREDITOR'S BEHALF IS  
TO ATTEND THE MEETING DATE AND VOTE ON THE PLAN OR IF THE  
CREDITOR WISHES TO APPOINT AN OFFICER OF THE MONITOR TO ACT AS  
THE CREDITOR'S PROXY.**

**THE UNDERSIGNED CREDITOR** hereby revokes all proxies previously given and nominates, constitutes and appoints \_\_\_\_\_ (the "Nominee") as his/her/its proxy, or, if no name is inserted in the blank space, Deloitte & Touche Inc. in its capacity as Monitor or any such other person the Monitor may designate, as proxyholder for the undersigned Creditor, with power of substitution, to attend on behalf of and act for the Creditor at the Meeting of Creditors to be held in connection with the Plan and at any and all adjournments thereof, and to vote the amount of the undersigned Creditor's Proven Claim as determined pursuant to the Initial Order as follows:

A. (mark one only):

- VOTE FOR approval of the Washington Gaming, Inc. Plan; or
- VOTE AGAINST approval of the Washington Gaming, Inc. Plan;

-and-

(b) vote at the Nominee's discretion and otherwise act for and on behalf of the undersigned Creditor in respect of any amendments or variations to the above Plan and to any other matters that may come before the Meeting of Creditors or any adjournment thereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Print Name of Creditor)

\_\_\_\_\_  
Signature of Creditor or, if the Creditor is a corporation, signature of an authorized signing officer of the corporation

\_\_\_\_\_  
Title of the authorized signing officer of the corporation, if applicable

\_\_\_\_\_  
Mailing Address of Creditor

\_\_\_\_\_  
Phone Number of Creditor

## INSTRUCTIONS FOR COMPLETION OF PROXY

1. Each Creditor who has a right to vote at the Creditors' Meeting has the right to appoint a person (who need not be a Creditor) to attend, act and vote for and on behalf of the Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed.
2. **If no other person is named as proxy in the space provided above, Deloitte & Touche Inc. in its capacity as Monitor, or such other representative of the Monitor may designate, shall be deemed to be appointed as proxyholder for the Creditor, with power of substitution.**
3. **If a Nominee is appointed or is deemed to be appointed as proxyholder and the Creditor fails to indicate on this Proxy a vote for or against approval of the Plan, this Proxy will be voted FOR approval of the Plan.**
4. If this Proxy is not dated in the space provided, it shall be deemed to be dated on the date it is received by the Monitor.
5. This Proxy must be signed by the Creditor or by the Creditor's attorney duly authorized in writing or, if the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
6. Valid proxies executed by the Creditor and bearing or deemed to bear a later date shall revoke this Proxy. If more than one valid proxy for the same Creditor and bearing or deemed to bear the same date are received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted.
7. **This Proxy must be sent to the Monitor by mail, courier, facsimile or email (in PDF format) at the address provided below so that it is received by the Monitor no later than 10:00 a.m. (Vancouver time) on August 12, 2009.**

The address of the Monitor is as follows:

Deloitte & Touche Inc.  
PO Box 49279, Four Bentall Centre  
2800 – 1055 Dunsmuir Street  
Vancouver, British Columbia V7X 1P4  
Attn: Raj Hara  
Tel: (604) 640-4953  
Fax No. (604) 899-7016  
rahara@deloitte.ca