

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

**FINAL ORDER APPROVING THE EVERGREEN GAMING
CORPORATION ("EVERGREEN") CREDITORS PLAN**

BEFORE THE HONOURABLE) FRIDAY, THE 11th
)
MR. JUSTICE HINKSON) DAY OF SEPTEMBER, 2009

UPON THE APPLICATION of the Petitioner Evergreen coming on for hearing at Vancouver, British Columbia, on the 11th day of September, 2009 AND ON HEARING Christopher J. Ramsay, Counsel for the Petitioner Evergreen and Peter Reardon, counsel for the Monitor, AND UPON no one else appearing although being duly served, AND UPON READING all pleadings and materials filed herein; AND PURSUANT to the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), the *Business Corporations Act*, S.B.C. 2002, c. 57 as amended (the "BCBCA"), and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES that:

1. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Compromise and Arrangement dated July 10, 2009 (the "Evergreen Plan") and the Settlement Agreement.

Plan Approval

2. The Meeting Materials, Notice of this Application for Final Order, Proxy, Meeting and Claim Process Order, the Evergreen Plan, Monitor's Report No. 4, all as such terms are defined in the Meeting and Claims Process Order and the Monitor's Report on the Evergreen Plan, were duly sent or delivered to each Creditor of Evergreen substantially in accordance with the Meeting and Claims Process Order, and such sending or delivery is hereby deemed sufficient for the purposes of the CCAA.
3. Notice of this Application has been provided to the Creditors of Evergreen pursuant to the Meeting and Claims Process Order, and further service on the Creditors of Evergreen or any other person is hereby dispensed with.
4. The Creditors Meeting of Evergreen was duly convened and held on August 12, 2009 pursuant to the CCAA and the orders of this Court.
5. The Evergreen Plan as presented to the Creditors of Evergreen has been voted on and approved by the requisite percentages of the Creditors of Evergreen created under the Evergreen Plan, in conformity with the Meeting and Claims Process Order and the CCAA.
6. The Evergreen Plan, together with the compromises, arrangements, transactions, releases, discharges, injunctions and results provided therein and effected thereby, is both fair and reasonable and is in the best interests of the Creditors of Evergreen and is hereby sanctioned and approved pursuant to the provisions of the CCAA.

Filing of Certificate of Completion

7. Upon satisfaction or waiver of the Conditions Precedent set forth in the Evergreen Plan, the Monitor shall issue and file with this Court a Certificate of Completion which states that all Conditions Precedent to the Evergreen Plan have been satisfied or waived, and the Completion Date shall be deemed to be the date of such certificate.

Plan Implementation

8. The Petitioner Evergreen is hereby authorized and directed to take all steps and actions necessary or appropriate to enter into or implement the Evergreen Plan as presented to the Creditors in accordance with its terms, and enter into, implement and consummate the contracts, instruments, releases, and other agreements or documents to be created or delivered in connection with the Evergreen Plan.
9. Effective as of the Completion Date, the Evergreen Plan, together with the compromises, arrangements, transactions, releases, discharges, injunctions and results provided therein, effected thereby and as provided in this Order, shall, subject to the provisions of the Plan, the terms of the Settlement Agreement and the Mutual Release and the performance of the Petitioner Evergreen thereunder, be binding and effective upon the Petitioner Evergreen, the Creditors and all Persons affected thereby and the Petitioner Evergreen shall be released from any and all indebtedness, obligations and liabilities to the Creditors as and to the extent provided in the Evergreen Plan, the terms of the Settlement Agreement and the Mutual Release.
10. Effective as of the Completion Date and subject to the terms of the Settlement Agreement and the Mutual Release, all Claims of the Creditors and any Claim by any person arising from the implementation of the Evergreen Plan as presented to the Creditors shall be fully and finally satisfied, settled, discharged and extinguished in accordance with the

Evergreen Plan, the Settlement Agreement and the Mutual Release. In accordance with the terms of the Evergreen Plan and the terms of the Settlement Agreement and the Mutual Release, within thirty (30) days of the Receiver being discharged over the Remaining Guarantors, the Secured Creditor shall release any existing lien or security interest registered against Evergreen under the Credit Agreement by filing such discharges in a form satisfactory to Evergreen, and all claims owing by Evergreen to the Secured Creditor under the terms of the Credit Agreement are hereby expunged and discharged.


11. Subject to the terms of the Settlement Agreement and the Mutual Release, the Petitioner Evergreen, its legal counsel, the Monitor and its legal counsel in these proceedings, Evergreen's present and former directors, officers and employees and any Person claimed to be liable derivatively through any and all of the foregoing Persons, shall be released and discharged by the Creditors 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 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 the Creditors and related to the business and affairs of the Petitioner Evergreen, the Evergreen 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 by the Creditors (other than the right to enforce the Petitioner's obligations under the Evergreen Plan, the Settlement Agreement and the Mutual Release, to the extent provided for in the Plan, the Settlement Agreement and the Mutual Release.

General

12. The Petitioner Evergreen is authorized at any time and from time to time vary, amend, modify or supplement the Evergreen Plan without the need for obtaining a further Order of the Court if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the Creditors under the Evergreen Plan or this Final Order and is necessary in order to give effect to the substance of the Evergreen Plan or this Final Order. In the event a material variation, amendment, modification or supplement is required by the Petitioner Evergreen, such shall be permitted by further Court Order obtained on notice.
13. This Court requests the aid and recognition of the United States Bankruptcy Court Western District of Washington under the Chapter 15 ancillary proceedings commenced in Seattle through Deloitte and Touche Inc. acting as Foreign Representative for the purposes of carrying out the terms of this order where required.
14. The Petitioner Evergreen, the Monitor, and any other interested parties are hereby granted leave to apply to this Court for any directions, orders or determinations necessary to achieve the implementation of the Evergreen Plan as presented to the Creditors required to resolve any matter to further implement the Evergreen Plan, any dispute relating to the Evergreen Plan, this Order or the subject matter thereof and the rights and benefits thereunder, provided that no provision of this Order shall be construed to modify or impair any right, title, interest, privilege or remedy expressly provided for or reserved under the Evergreen Plan.

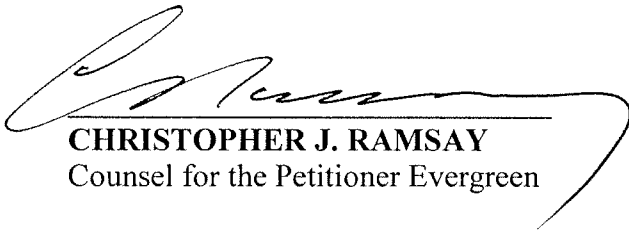
15. Approval of this Order as to form by Peter Reardon, counsel for the Monitor, is hereby dispensed with.

BY THE COURT



REGISTRAR

APPROVED AS TO FORM:



CHRISTOPHER J. RAMSAY
Counsel for the Petitioner Evergreen



SCHEDULE "A"

EGC Holdings Ltd.,
EGC Properties Ltd.,
Frank Sisson's Silver Dollar Ltd.,
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.

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CORPORATION AND WASHINGTON GAMING, INC., AND
THEIR SUBSIDIARIES LISTED ON SCHEDULE "A"

PETITIONERS

ORDER

FRASER MILNER CASGRAIN LLP
BARRISTERS & SOLICITORS
15th Floor, The Grosvenor Building
1040 West Georgia Street
Vancouver, British Columbia
V6E 4H8

John R. Sandrelli
6134/537007-1 (kt/rp)