

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 WASHINGTON GAMING, INC.
("WGI") SECURED CREDITOR PLAN**

BEFORE THE HONOURABLE) FRIDAY, THE 28th
)
MR. JUSTICE BURNYEAT) DAY OF AUGUST, 2009

UPON THE APPLICATION of the Petitioner WGI coming on for hearing at Vancouver, British Columbia, on the 28th day of August, 2009 AND ON HEARING John R. Sandrelli, Counsel for the Petitioner WGI, Peter Reardon, counsel for the Monitor, Warren Milman, counsel for Fortress Credit Corp. and William Skelly, counsel for Tim Iszley, 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. The time for service of the Notice of Motion and supporting material in respect of this Application be and is hereby abridged such that the application is properly returnable on this day, and, further, that any requirement for service of the Notice of Motion and supporting material upon any interested party, other than the parties herein mentioned, is hereby dispensed with.
2. Except as otherwise provided herein, the relief and stay of proceedings granted to the Petitioner WGI in the Initial Order of the Honourable Chief Justice Brenner in these proceedings as subsequently amended and extended, is hereby confirmed and further extended to November 30, 2009.
3. 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 "Plan") and the Settlement Agreement.

Plan Approval

4. The Meeting Materials, Notice of this Application for Final Order, Proxy, Meeting and Claim Process Order, the 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 Plan, were duly sent or delivered to each Creditor of WGI 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.
5. Notice of this Application has been provided to the Creditors of WGI pursuant to the Meeting and Claims Process Order, and further service on the Creditors of WGI or any other person is hereby dispensed with.
6. The Secured Creditor Meeting of the Creditors of WGI was duly convened and held on August 12, 2009 pursuant to the CCAA and the orders of this Court.

7. The portion of the Plan as presented to the Secured Creditor of WGI and as it affects and is limited to the Secured Creditor Class of WGI (the “WGI Secured Plan”) has been voted on and approved by the requisite percentages of the Secured Creditor Class of WGI created under the Plan, in conformity with the Meeting and Claims Process Order and the CCAA.
8. The WGI Secured 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 Secured Creditor Class of WGI and is hereby sanctioned and approved pursuant to the provisions of the CCAA.

Filing of Certificate of Completion

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

Plan Implementation

10. The Petitioner WGI is hereby authorized and directed to take all steps and actions necessary or appropriate to enter into or implement the WGI Secured Plan as presented to the Secured Creditor Class 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 WGI Secured Plan. Upon the Secured Creditor Distribution Date the Monitor is hereby authorized and directed to transfer to the Receiver the escrowed Director Resolutions and Shareholder Consents such as to allow the WGI Subsidiaries (other than Mountlake and Riverside) to be transferred to the Receiver free and clear of all right title and interest as provided for in the WGI Secured Plan.

11. Effective as of the Secured Creditor Distribution Date, the WGI Secured 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 WGI thereunder, be binding and effective upon the Petitioner WGI, the Secured Creditor and all Persons affected thereby and the Petitioner WGI shall be released from any and all indebtedness, obligations and liabilities to the Secured Creditor as and to the extent provided in the WGI Secured Plan, the terms of the Settlement Agreement and the Mutual Release.
12. Effective as of the Secured Creditor Distribution Date and subject to the terms of the Settlement Agreement and the Mutual Release, all Claims of the Secured Creditor and any Claim by any person arising from the implementation of the WGI Secured Plan as presented to the Secured Creditor and the transfer of the assets of WGI in accordance with the WGI Secured Plan to the Receiver as contemplated by this order shall be fully and finally satisfied, settled, discharged and extinguished in accordance with the WGI Secured Plan, the Settlement Agreement and the Mutual Release. In accordance with the terms of the WGI Secured Plan and the terms of the Settlement Agreement and the Mutual Release, the Secured Creditor shall release and discharge any existing lien or security interest created by it over the Mountlake/Riverside Inter/Company Account, and within thirty (30) days of the Receiver being discharged over the Remaining Guarantors, the Secured Creditor shall release the debt and security over the WGI guarantee.
13. Subject to the terms of the Settlement Agreement and the Mutual Release, the Petitioner WGI, its legal counsel, the Monitor and its legal counsel in these proceedings, WGI'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 Secured Creditor 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,

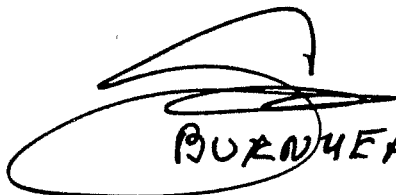
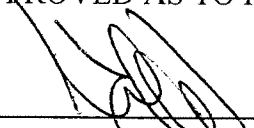
based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Secured Creditor Distribution Date, in any way relating to, arising out of or in connection with the Secured Creditor and related to the business and affairs of the Petitioner WGI, the WGI Secured 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 Secured Creditor (other than the right to enforce the Petitioners' obligations under the WGI Secured Plan, the Settlement Agreement and the Mutual Release, to the extent provided for in the Plan, the Settlement Agreement and the Mutual Release.

General

14. The Petitioner WGI is authorized at any time and from time to time vary, amend, modify or supplement the WGI Secured 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 Secured Creditor under the WGI Secured Plan or this Final Order and is necessary in order to give effect to the substance of the WGI Secured Plan or this Final Order. In the event a material variation, amendment, modification or supplement is required by the Petitioners, such shall be permitted by further Court Order obtained on notice.
15. 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
16. The Petitioner WGI, 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 WGI Secured Plan as presented to the Secured Creditor Class required to resolve any matter to further implement the WGI Secured Plan, any dispute relating to the WGI Secured 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 WGI Secured Plan.

17. Approval of this Order as to form by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.


APPROVED AS TO FORM:


JOHN R. SANDRELLI
Counsel for the Petitioner WGI

BY THE COURT


REGISTRAR