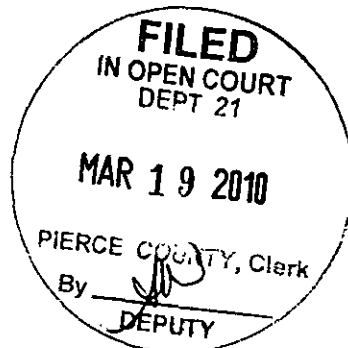


09-2-08315-6 33976999 OR 03-22-10

Honorable Frank E. Cuthbertson



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In Re:

MCUBE PETROLEUM, INC., a Washington
corporation;

BASILAM PETROLEUM, LLC, a
Washington limited liability company;

DISKI PETROLEUM, LLC, a Washington
limited liability company; and

HALMAHERA - REMBANG, LLC, a
Washington limited liability company.

Case No. 09-2-08315-6

**ORDER ON PETITION TO EXPAND
RECEIVERSHIP TO INCLUDE
ORNA INTERNATIONAL, LTD.**

THIS MATTER came on before this Court on the Receiver's Petition to expand the existing receivership to include Orna International, Ltd. ("Orna"). In connection with the Petition, this Court has reviewed and considered the following evidence and submissions by the parties:

1. Petition to Expand Receivership, dated March 5, 2010;
2. Declaration of Receiver William L. Beecher, dated February 19, 2010;
3. Declaration of Paul E. Brain, dated March 4, 2010;
4. Declaration of Mark B. Anderson, dated March 4, 2010; and
5. all other pleadings and papers on file with this Court in this action.

This Court has also heard and considered any oral arguments presented by the parties and is otherwise fully advised. Based on this Court's review and consideration, this Court has determined that the Petition to Expand the Receivership is well founded, and that the Receiver in

ORDER RE PETITION TO EXPAND RECEIVERSHIP
TO INCLUDE ORNA - Page 1

*Smith
Alling
Lane*

A Professional Services Corporation
Attorneys at Law

1102 Broadway Plaza, #403
Tacoma, Washington 98402
Tacoma: (253) 627-1091
Seattle: (425) 251-5938
Facsimile: (253) 627-0123

1 this action is an eligible and appropriate person to also serve as Receiver of Orna. On the
2 foregoing basis, it is hereby

3 ORDERED, ADJUDGED AND DECREED as follows:

4 1. The Petition to Expand the Receivership is GRANTED.

5 2. Orna is hereby placed into Receivership pursuant to Title 7.60 RCW and subject
6 to receivership administration and protection to the fullest extent provided under all applicable
7 laws of the State of Washington.

8 3. The present Receivership Action shall be and hereby is expanded to include
9 Orna, and attorney William L. Beecher is hereby appointed Receiver over all the assets and
10 accounts of Orna. Having been so appointed, the Receiver shall take control forthwith over all
11 of Orna's dealings and transactions with any individual or entity, with full access to all of Orna's
12 books and records necessary or useful to him in the exercise of his powers as Receiver over
13 Orna's business or transactions, in order to (i) preserve the *status quo*; (ii) ascertain the nature
14 and extent of any improper distributions and disbursements from Orna; (iii) ascertain the true
15 financial condition of Orna and the disposition of investor/creditor funds; (iv) prevent further
16 dissipation of the property and assets of Orna without further Order of this Court; (v) prevent the
17 encumbrance or disposal of property or assets of Orna and the investors/creditors; and (vi)
18 respond to investor/creditor inquiries.

19 4. To the extent not otherwise enumerated herein, the Receiver shall have all powers
20 of a general receiver as set forth in Title 7.60 RCW.

21 5. To effectuate the foregoing, the Receiver is empowered to:

22 5.1. Take and retain immediate possession and control of all of the assets and
23 property, and all books, records and documents of Orna;

24 5.2. Have exclusive control of and be made the sole authorized signatory for
25 all accounts at any bank, brokerage firm or financial institution that has possession or control of
26 any assets or funds of Orna;

1 5.3. Conduct business, including making trades, and pay from available funds
2 necessary business expenses as required to preserve or maximize the value of the assets and
3 property of Orna;

4 5.4. Locate assets that may have been improperly or wrongfully conveyed to
5 third parties or otherwise concealed;

6 5.5. Engage and employ persons, including accountants, attorneys and experts,
7 to assist in the carrying out of the Receiver's duties and responsibilities hereunder, including
8 appointing a person or entity to manage any aspect of the business of Orna, and to use available
9 funds as required to preserve the assets and property of Orna;

10 5.6. Report to the Court and the parties, within twenty (20) days from the date
11 of the entry of this Order and subject to such reasonable extensions as the Court may grant, the
12 information required to be reported pursuant to RCW 7.60.090 with respect to Orna; and

13 5.7. Investigate potential claims on behalf of the Receivership as expanded
14 and to initiate litigation as necessary against third parties on a contingent fee basis to recover
15 assets for the benefit of the Receivership.

16 6. Orna shall agree to provide any written authorizations necessary for the Receiver
17 to exercise the foregoing powers over Orna.

18 7. The Receiver's performance with respect to the Receivership as expanded
19 remains subject to the existing bond on file with this Court and no additional bond shall be
20 required.

21 8. To the extent not enumerated or modified by this Order, engagement of the
22 Receiver shall be on the same terms and conditions as those established and approved by this
23 Court in its Order dated May 7, 2009.

24 9. The Receiver and his advisors shall be and hereby indemnified by Orna, except
25 for acts constituting gross negligence, willful misconduct, fraud, and breach of fiduciary duty
26 determined by final Order no longer subject to appeal or certiorari, for all judgments, losses,
27 costs, and reasonable expenses including legal fees (which shall be paid under the indemnity
28 after Court approval as they arise), arising from or related to any and all claims or whatsoever

1 type brought against him in his capacity as Receiver or against advisors to the Receiver;
2 provided, however, that nothing herein shall limit the immunity or the Receiver and his advisors
3 allowed by law or deprive the Receiver and his advisors of indemnity for any act or omission for
4 which they have immunity.

5 10. No creditor or claimant against Orna, or any person acting on behalf of such
6 creditor or claimant, shall take any action to interfere with the control, possession, or
7 management of the assets subject to the Receivership as expanded. The expanded appointment
8 of the Receiver under this Order shall operate as an automatic stay of certain proceedings
9 pursuant to RCW 7.60.110 with respect to any action involving Orna.

10 11. This Order shall be, and is, binding upon Orna, including its respective partners,
11 agents, servants, employees, attorneys, subsidiaries, affiliates and those persons in active concert
12 or participation with them who receive actual notice of this Order by personal service, facsimile
13 service, telephone, e-mail or otherwise.

14 12. Engagement of advisors to the Receiver, including legal counsel, shall be on the
15 same terms and conditions as those established and approved by this Court in its Order dated
16 May 7, 2009.

17 DONE IN OPEN COURT this 19 day of March, 2010.

[Handwritten Signature]

SUPERIOR COURT JUDGE

18
19
20 Presented by:
SMITH ALLING LANE, P.S.

21
22
23 MARK B. ANDERSON, WSBA #25895
Attorneys for Receiver

